	§	
In re:	§	Chapter 11
	§	
CORE SCIENTIFIC, INC., et al.,	§	Case No. 22-90341 (CML)
	§	
	§	(Jointly Administered)
Debtors. <sup>1</sup>	§	

### **AFFIDAVITS OF PUBLICATION**

On November 17, 2023, the Court entered the Notice of (I) Conditional Approval of Disclosure Statement, (II) Approval of (A) Solicitation and Voting Procedures and (B) Notice Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases; (III) Combined Hearing to Consider Final Approval of Disclosure Statement and Confirmation of Plan; and (IV) Establishing Notice and Objection Procedures for Final Approval of Disclosure Statement and Confirmation of Plan [Docket No. 1448] (the "Combined Hearing Notice").

Between November 21, 2023 and November 29, 2023, ten newspapers timely published the approved Combined Hearing Notice, copies and corresponding affidavits of which are attached hereto as **Exhibit A** through **Exhibit J**,

Exhibit A: Austin American Statesman

Exhibit B: Cherokee Scout

Exhibit C: Dalton Daily Citizen

Exhibit D: Denton Record Chronicle

Exhibit E: Grand Forks Herald

Exhibit F: Muskogee Phoenix

Exhibit G: Odessa American

Exhibit H: Pecos Enterprise

Exhibit I: The Lake News

Exhibit J: Wall Street Journal National Edition

Dated: December 5, 2023

/s/ James Nguyen-Phan
James Nguyen-Phan
STRETTO
410 Exchange, Suite 100
Irvine, CA 92602
(714) 616-5380
James.Nguyen-Phan@Stretto.com

<sup>&</sup>lt;sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific, Inc. (3837); Core Scientific Acquired Mining LLC (6074); Core Scientific Operating Company (5526); Radar Relay, Inc. (0496); Core Scientific Special Mining (Oklahoma) LLC (4327); American Property Acquisitions, LLC (0825); Starboard Capital LLC (6677); RADAR LLC (5106); American Property Acquisition I, LLC (9717); and American Property Acquisitions, VII, LLC (3198). The Debtors' corporate headquarters and service address is 210 Barton Springs Road, Suite 300, Austin, Texas 78704.

Exhibit A

Austin American Statesman Affidavit of Publication



PO Box 631667 Cincinnati, OH 45263-1667

### **PROOF OF PUBLICATION**

Gus Egloff Miller Advertising - Legal 909 3Rd AVE # 15

New York NY 10022-4745

STATE OF TEXAS, COUNTIES OF BASTROP, BELL, BLANCO, BURNET, CALDWELL, COMAL, CORYELL, FAYETTE, GILLESPIE, GUADALUPE, HAYS, KERR, LAMPASAS, LEE, LLANO, MILAM, TRAVIS & WILLIAMSON

The Austin American Statesman, a newspaper that is generally circulated in the counties of Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis and Williamson, State of Texas, printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

ACO American Statesman 11/22/2023

and that the fees charged are legal. Sworn to and subscribed before on 11/22/2023

Legal Clerk

Notary, State of WI, County of Brown

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9541290

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## Govt Public Notices

way, City Hall 1102 Lohmans Crossing Road, Lakeway, TX 78734 until 2:00 p.m. (CST) January 12th, 2024. Any proposals received after the closing time will not be accepted for consideration and will be returned unopened.

A non-mandatory pre-proposal meeting will be held at 9:00 a.m., December 19, 2023, at City of Lakeway Police Department, 1941 Lohmans Crossing Rd, Lakeway, TX 78734. The virtual pre-proposal conference information will be posted on the City of Lake-way Purchasing Website.

All proposals must be clearly marked on the outside with the following: "RFP NO. 24-0504 CITY OF LAKEWAY CAD/RMS".

Proposal documents may be obtained free of charge at the City of Lakeway, 1102 Lohmans Crossing Road, Lakeway, TX 78734, Ruena Victorina Proposition of the City Road, Proposition of the Victorino, ruer torino@lakeway-tx.gov, ruenavicthe City's websi https://www.lakewaywebsite

tx.gov/bids Nov. 15, 22, 2023 #9514493

## Public Notices

The City of Pflugerville, Texas will begin soliciting Competitive Sealed Proposals starting Wednesday, November 15, 2023, for furnishing all labor, materials, tools, and equipment and performing all work required for the Weiss Lane and Pleasanton Parkway Traffic Signal Improvement.
Competitive Sealed Proposals will be received until 2:00 p.m. on Thursday, December 14th, 2023. This project consists of the installation of a new traffic signal system. Copies of the specifications

and construction documents will be on file and may be examined at the following location starting Wednesday, November 15th, 2023:

www.civcastusa.com,
Project ID – "Weiss Lane
and Pleasanton Parkway
Traffic Signal Improve-

Competitive Sealed Proposals will be accepted online

Public Notices

via Civcast until 2:00 p.m. via Civcast until 2:00 p.m. on Thursday, December 14th, 2023, at which time they will be opened and read aloud virtually. Hard copies will not be accepted for this solicitation. Refer to the project information on Civcast for more details on attend the virtual how to attend the virtual Proposal Opening. A nonmandatory pre-proposal meeting for the project will be held virtually Thursday, November 30th, 2023 at 2:00 p.m. Also refer to Civcast for pre-proposal meeting infor-

mation. of Pflugerville City reserves the rights to reject any and all proposals and to

**₹ Deneral** 



Texas.

# General REQUEST FOR PROPOSALS RFP 2023-11 TRAIL REFRESH

Public Notices

waive any informalities in

proposals received; to elimi-

proposals received; to eliminate a portion of the work or add additional work as required to keep the total contract amount within the funds budgeted; the right to award any parts or combination of parts of the project it

deems necessary; and any other rights established

under the laws of the State of

November 22,29, December 14, 2023 9528812

Submit a Legal Public Notice

Sealed proposals will be received at the offices of the City Manager, Village of the Hills, 102 Trophy Drive, The Hills, 102 Trophy Drive, The Hills, TX 78738 until 2:00 pm on Friday November 24, 2023.

Any proposals received after the deadline will not be accepted for consideration and will be returned

unopened.Please contact City Manager, Dean Huard for scope of work details at deanhuard@thehillstx.gov. All proposals must be clearly marked with the following: RFP 2023-11 Trail Refresh.Questions regarding this proposal must not be directed to City Councilmembers,

committee members, or other staff at the Hills.
Clarification requests will not be accepted by telephone.
All responses to clarification requests will be provided to all proposers in writing by email. Questions pertaining to this proposal must be received no later than five (5) calendar days prior to the proposal deadline. Site visits available by appointment.

# REQUEST FOR PROPOSALS RFP 2023-02 LANDSCAPING SERVICES

Sealed proposals will be received at the Offices of theCity Manager, Village of the Hills, 102 Trophy Drive, The Hills, TX 78738until 2:00 pm on Friday November 24, 2023. Any proposals received after the deadline will not be accepted for consideration and will be returned uppended. will be returned unopened. Please contact City Manager Dean Huard, at deanhuard@thehillstx.gov for scope of work details. All proposals must be clearly marked with the following: RFP 2023-02 Landscaping Services.

Questions regarding this proposal must not be directed toCity Council Members, committee members, or other staff at the Hills. Clarification requests will not be accepted by telephone. All responses to clarification requests will be provided to all proposers in writing by email. Questions pertaining to this proposal must be received no later than five (5) calendar days prior to the proposal deadline.

Site visits available by appointment.



"To you, it's the perfect lift chair. To me, it's the best sleep chair I've ever had." Pictured is Luxurious & Lasting 5 IN ONE: SLEEP/RECLINE/LIFT Ask about our 5 Comfort Zone chair. oversized biscuit style back and unique seat design will cradle you in comfort. Generously filled, wide

power outage.

You can't always lie down in bed and sleep. Heartburn, cardiac problems, hip or back aches – and dozens of other ailments and worries. Those are the nights you'd give anything for a comfortable chair to sleep in: one that reclines to exactly the right degree, raises your feet and legs just where you want them, supports your head and shoulders properly, and <u>operates at the touch</u> of a button.

Our Perfect Sleep Chair® does all that and more. More than a chair or recliner, it's designed to provide total comfort. Choose your preferred heat and massage settings, for hours of soothing relaxation. Reading or watching TV? Our chair's recline technology allows you to pause the chair in an infinite number of settings. And best of all, it features a powerful lift mechanism that tilts the entire chair forward, making it easy to stand You'll love the other benefits, too. It helps with correct spinal alignment and promotes back pressure relief to prevent back and muscle pain. The overstuffed,

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in your home where you want it, unpack it, inspect it, test it, position it, and even carry the packaging away! You get your choice of Luxurious and Lasting Miralux, Genuine Italian Leather, stain and liquid repellent Duralux with the classic leather look, or plush MicroLux microfiber, all handcrafted in a variety of colors to fit any decor. Call now!

armrests provide enhanced arm support when sitting or reclining. It even has a battery backup in case of a

White glove delivery included in shipping charge. Professionals will deliver the chair to the exact spot

perfect sleep chair 888-717-9419

> Please mention code 116687 when ordering.

enjoying life never gets old™

stain & liquid repellent

Burgundy

mobility | sleep | comfort | safety

**j**ourney

Because each Perfect Sleep Chair is a made-to-order bedding product it cannot be returned, but if it arrives damaged or defective, at our option we will repair it or replace it. © 2022 Journey Health and Lifestyle.

breathable & amazingly soft

Blue

account of or in connection with or with respect to any such Claims or Interests; (ii) enforcation, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with respect to any such Claims or Interests; (iii) enforcation, entities or the property of the estates of such Entities or any Restructuring Transaction, contract, instrument, of any kind against such Entities or against the property of such Enti

international control and a control of the control

The Secretary Propose of the Secretary Propose



SELL YOUR CAR BUY A BOAT — ADOPT A PET

FIND A TREASURE LEARN YOGA

GET A DATE

✓ GET A JOB HIRE A HANDYMAN

Find whatever you need. Check out the classified ads everyday.

# Exhibit B Cherokee Scout Affidavit of Publication

NORTH CAROLINA Cherokee County

CORE SCIENTIFIC BANKRUPTC

#### AFFIDAVIT OF PUBLICATION

Before the undersigned, a Notary Public of said County and state, duly commissioned, qualified, and authorized by law to administer oaths, personally appeared David Brown, who being first duly sworn, deposes and says that he is Publisher engaged in the publication of a newspaper known as the

#### CHEROKEE SCOUT

published, issued, and entered as second class mail in the City of Murphy, in said County and State, that he is authorized to make this affidavit and sworn statement, that the notice or other legal advertisement, a true copy of which is attached hereto, was published in the CHEROKEE SCOUT on the following dates:

#### 11/22/2023

and that the said newspaper in which such notice, paper, document, or legal advertisement was published was, at the time of each and every publication, a newspaper meeting all the requirements and qualifications of Section I-597 of the General Statues of North Carolina and was a qualified newspaper within the meaning of the Section I-597 of the General Statues of North Carolina.

This 22nd day of November, 2023

David Brown

Sworn to and subscribed before me this 22nd day of November, 2023

Notary Public Donna M Getch

My commission expires January 18, 2027

(SEAL)

DONNA M. GETCH Notary Public North Carolina Cherokee County

See 22 9034 DOCUMENT 1509 Filed in TXSB on 12/05/23 Page 8 of the property of

§ Chapter 11 CORE SCIENTIFIC, INC., et al., § Case No. 22-90341 (CML) § (Jointly Administered)

NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND **VOTING PROCEDURES AND (B) NOTICE PROCEDURES** FOR THE ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (III) COMBINED **HEARING TO CONSIDER FINAL APPROVAL OF** 

DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN; AND (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN

TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF Debtor, Case Number: Core Scientific Mining LLC, 22-90340 Core Scientific, Inc., 22-90341; Core Scientific Acquired Mining LLC, 22-90342; Core Scientific Operating Company, 22-90343 Radar Relay, Inc., 22-90344; Core Scientific Specialty Mining (Oklahoma) LLC, 22-90345; American Property Acquisition, LLC, 22-90346; Starboard Capital LLC, 22-90347; RADAR LLC, 22-90348; American Property Acquisitions I, LLC, 22-90349; American Property Acquisitions VII, LLC, 22-90350

#### PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Conditional Approval of Disclosure Statement. On November 14, 2023 the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") held a hearing (the "Conditional Disclosure Statement Hearing") at which it conditionally approved the Disclosure Statement for Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1439) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Disclosure Statement") of Core Scientific, Inc. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "Debtors") and thereafter entered an order (the "Disclosure Statement Order") with respect thereto. The Disclosure Statement Order, among other things, authorizes the Debtors to solicit votes to accept the Third Amended Joint Chapter 11 Plan of Core Scientific, Inc and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1438) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Plan").

2. **Combined Hearing.** A hearing to consider confirmation of the Plan and final approval of the Disclosure Statement (the "Combined Hearing") has been scheduled for December 22, 2023 at 10:00 a.m. (Prevailing Central Time), before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, in the Bankruptcy Court. The Combined Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors, with the consent of the Requisite Consenting Creditors, without further notice other than by a Bankruptcy Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Combined Hearing.

3. **Voting Record Date**. Holders of Claims or Interests in Class (April Convertible Notes Secured Claims), Class 2 (August Convertible Notes Secured Claims), Class 3 (Miner Equipment Lender Secured Claims), Class 5 (M&M Lien Secured Claims), Class 6 (Secured Mortgage Claims), Class 8 (General Unsecured Claims), Class 11 (Section 510(b) Claims), and Class 12 (Existing Common Interests), who are otherwise eligible to vote shall be entitled to vote to accept or reject the Plan as of November 9, 2023 (the "Voting Record Date").

4. Voting Deadline. If you received a Solicitation Package including a Ballot, and intend to vote on the Plan, you must: (i) follow the instructions carefully; (ii) complete all of the required information on the Ballot; and (iii) execute and return your completed Ballot according to and as set forth in detail in the voting instructions on your Ballot so that it is actually received by the Debtors' solicitation and voting agent, Stretto, Inc. ("Stretto' or the "Voting Agent") on or before December 13 2023 at 5:00 p.m. (Prevailing Central Time) (the "Voting Deadline"). ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND YOUR

5. Parties in Interest Not Entitled to Vote. Holders of Claims or Interests in Class 4 (Other Secured Claims), Class 7 (Priority Non-Tax Claims), Class 10 (Intercompany Claims), and Class 11 (Intercompany Interests) are not entitled to vote on the Plan and wil not receive a Ballot. If any creditor seeks to challenge the Allowed amount of its Claim for voting purposes, such creditor must file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount (a "Rule 3018(a) Motion"). Any Rule p.m. (Prevailing Central Time) on December 8, 2023. Upon the filing of any such Rule 3018(a) Motion, such creditor's Ballot shall be counted in accordance with the guidelines provided in the Solicitation and Voting Procedures attached as **Exhibit 2** to the Disclosure Statement Order, unless temporarily Allowed in a different amount by an order of the Court entered prior to or concurrent with entry of an order confirming the Plan.

6. **Objections to Confirmation**. The deadline to object or respond to confirmation of the Plan or final approval of the Disclosure Statement is December 15, 2023 at 5:00 p.m (Prevailing Central Time) (the "Objection Deadline")

7. Form and Manner of Objections to Confirmation. Objections and responses, if any, to confirmation of the Plan or final approval of the Disclosure Statement, must: (i) be in writing: (ii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules. and any order of the Court; (iii) set forth the name of the objecting asserted by the objecting party against the Debtors' estates or property; (iv) provide the basis for the objection and the specific grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed with the Bankruptcy Court (with proof of service) via ECF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office, United States Courthouse, 515 Rusk Avenue, Courtroom 401, 4th Floor, Houston, Texas 77002, so as to be actually received no later than the Objection Deadline

8. IF AN OBJECTION TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THEN THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE

9. Additional Information. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other solicitation materials should contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.). Interested parties may also review the Disclosure Statement and the Plan free of charge at https://dm.epiq11.com/ sertasimmons. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: https://www.txs uscourts.gov/page/bankruptcycourt. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: https:// pacer.uscourts.gov/.

## NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN

If you (i) vote to accept the Plan, (ii) are solicited to vote to accept or reject the Plan, but do not vote to either accept or reject the Plan, and do not opt out of granting the releases set are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan, or (iv) were given notice of the opportunity to opt out of granting the releases contained in the Plan but do not opt out, you shall be deemed to have consented to the releases contained in Section 10.6(b) of the Plan. The releases as presented in the Plan are provided

SECTION 10.5 INJUNCTION. Except as otherwise expressly provided in the Plan or for distributions required to be paid or delivered pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to Section 10.6(a) or Section 10.6(b), shall be discharged pursuant to Section 10.3 of the Plan, or are subject to exculpation pursuant to Section 10.7, and all Subcontractors and all other parties in interest are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties, and/ or the Exculpated Parties (to the extent of the exculpation provided pursuant to Section 10.7 with respect to the Exculpated Parties): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless (x) such Entity has timely asserted such setoff right either in a Filed Proof of Claim, or in another document Filed with the Bankruptcy Court | Order in lieu of such legal opinion) created or entered into explicitly preserving such setoff or that otherwise indicates that such entity asserts, has, or intends to preserve any right

of setoff pursuant to applicable law or otherwise or (y) such

right to setoff arises under a postpetition agreement with the

Debtors or an Executory Contract that has been assumed by

in, a Debtor, a Reorganized Debtor, or an Estate shall not be obtaining the benefits, solely pursuant to and consistent with the terms of the Plan.

Subject in all respects to Section 11.1, no entity or person may commence or pursue a Claim or Cause of Action of any kind against any Released Party or Exculpated Party that arose or arises from, in whole or in part, the Chapter 11 Cases. the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, and any and all related agreements, instruments, and/or other documents. formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan instrument, or agreement (including those set forth in the Plan Supplement), the Disclosure Statement, or any Restructuring Supplement) executed to implement the Plan. Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the New Secured Notes the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests). or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or or gross negligence against a Released Party or Exculpated Party and (ii) specifically authorizing such Entity or Person to sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Section 11.1, shall have urisdiction to adjudicate the underlying colorable Claim or

Cause of Action. SECTION 10.6(a) RELEASES BY THE Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, except as otherwise provided in the Plan or in the Confirmation Order, on and after the Effective Date, the Released Parties are deemed conclusively, absolutely, unconditionally and irrevocably, released and discharged by the Debtors, the Reorganized Debtors, and the Estates from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(a) of the Plan (i) shall only be applicable to the maximum extent permitted by law: (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these Debtor releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any Released Party from Claims or Causes of Action held by the Debtors arising from an act or omission that is determined by a Final Order or by a federal government agency to have constituted a violation of any federal securities laws or (c) releasing any post-Effective Date obligations of any party or Éntity under the

Plan, the Confirmation Order, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. SECTION 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, except as otherwise provided in the Plan or in the Confirmation Order, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released, and discharged the Debtors, the Reorganized Debtors, and the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtors or their Estates, that such Entity would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement) the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation

in connection with the Plan, the Plan Supplement, the

Disclosure Statement, the Plan Settlements, the New Secured

Convertible Notes Documents, the New Secured Notes

**Documents, the Contingent Payment Obligations Documents,** 

the Debtors as of the Effective Date; and (v) commencing or the New Miner Equipment Lender Debt Documents, the continuing in any manner any action or other proceeding of Exit Facility Documents, the New Warrants Agreement, the any kind on account of or in connection with or with respect Rights Offering, the Backstop Commitment Letter, the Initial to any such Claims or Interests released, settled, and/or DIP Loan Documents, the DIP Facility, the Terminated RSA, treated, entitled to a distribution, or cancelled pursuant to the RSA, the Chapter 11 Cases, the pursuit of confirmation the Plan or otherwise Disallowed; provided that such persons and consummation of the Plan, the administration and who have held, hold, or may hold Claims against, or Interests implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan precluded from exercising their rights and remedies, or (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(b) of the Plan (i) shall only be applicable to the maximum extent permitted by law: and (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or rescission of any security of the Debtors or the Reorganized ert omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these third-party releases any Securities Class Action), the DIP Facility, the Convertible Claims or Causes of Action arising under sections 544 or 548 Notes Agreements, the Miner Equipment Lender Agreements, of the Bankruptcy Code or state laws governing fraudulent of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, or (b) releasing any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document,

10.7 EXCULPATION. Except specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out, in whole or in part, from the Petition Date through the Effective Date, of the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the Documents, the Contingent Payment Obligations Documents, purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors, the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, Rights Offering, the Backstop Commitment Letter, the Initial the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, and related agreements, instruments, or other documents, the formulation, and consummation of the Plan, the administration and preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into Cause of Action represents a claim of willful misconduct, fraud in connection with the Plan, the Plan Supplement, the or gross negligence against a Released Party or Exculpated Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the New Secured Notes bring such Claim or Cause of Action against any such Released Documents, the Contingent Payment Obligations Documents, Party or Exculpated Party. The Bankruptcy Court shall have the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other related agreement, except for Claims or Causes of Action arising from an act or omission that is judicially determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects, such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities. The Exculpated Parties have, and upon completion of the Plan, shall be deemed to have, participated in good faith and in compliance with all applicable laws with regard to the solicitation and distribution of. consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for existing or hereinafter arising, in law, equity, or otherwise, that the violation of any applicable law, rule, or regulation the Debtors, the Reorganized Debtors, the Estates, or their governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, the exculpations set forth in Section 10.7 of the Plan (i) shall only be applicable to the maximum extent permitted by law; and (ii) shall not be construed as (a) exculpating any Exculpated Party from Claims or Causes of Action arising from an act have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these exculpations any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, or (b) exculpating any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan

Supplement) executed to implement the Plan. SECTION 5.17 CANCELLATION OF LIENS.

(a) Except as otherwise specifically provided in the Plan, ncluding sections 4.4 and 4.6 of the Plan, all notes, instruments, certificates evidencing debt of the Debtors and Existing Common Interests will be cancelled and obligations of the Debtors thereunder will be discharged and of no further force or effect, except for the purpose of allowing the applicable agents and **Convertible Notes Documents, the New Secured Notes** trustees to receive distributions from the Debtors under the Plan Documents, the Contingent Payment Obligations Documents, and to make any further distributions to the applicable Holders on account of their Allowed Claims and Interests

> to Holders on account of Allowed Convertible Notes Secured Claims and Allowed Miner Equipment Lender Secured Claims and/or (ii) with regard to Allowed M&M Lien Secured Claims, satisfaction of the applicable M&M Lien Takeback Debt, the Debtors or the Reorganized Debtors, at their expense, may, in their sole discretion, take any action necessary to terminate cancel, extinguish, and/or evidence the release of any and al mortgages, deeds of trust, Liens, pledges, and other security interests with respect to the Convertible Notes Secured Claims Miner Equipment Lender Secured Claims, and M&M Lien Secured Claims, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release any mortgages, deeds of trust, Liens, pledges, and other security nterests held by the Holders of the M&M Lien Secured Claims, Miner Equipment Lender Secured Claims, the Notes Agent, and/ or Convertible Noteholders, including, without limitation, UCC-3 termination statements.

## **Relevant Definitions Related to Release and Exculpation**

"Exculpated Parties" means each of the following in their capacity as such and, in each case, to the maximum extent permitted by law: (i) the Debtors; and (ii) Equity Committee and its nembers, each solely in their capacity as such.

"Related Parties" means with respect to a Person, that Person's current and former Affiliates, and such Person's and its current and former Affiliates' current and former directors managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals members, employees, agents, fiduciaries, trustees, advisory board members, financial advisors, partners, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, each in their capacity as such, and any and all other Persons or Entities that may purport to assert any Cause of Action derivatively, by or through the foregoing entities.

"Released Parties" means, collectively: (i) the Debtors: (ii) the Reorganized Debtors; (iii) the Equity Committee and its members that are party to the RSA, solely in their capacities as such; (iv) the Backstop Parties; (v) the Settling Miner Equipment Lenders; (vi) Brown Corporation: (vii) Holliwood LLC: (viii) the Ad Hoc Noteholder Group; (ix) the Consenting Creditors; (x) the Exit Lenders; (xi) the Notes Agent, solely in its capacity as such; and (xii) with respect to each of the foregoing Persons in clauses (i) through (xi), all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in section 10.6(b) of the Plan shall not be deemed a Released Party thereunder.

"Releasing Parties" means collectively, and in each case olely in their capacity as such, (i) the Debtors; (ii) the Reorganized Debtors; (iii) with respect to each of the foregoing Persons in clauses (i) through (ii), all Related Parties; (iv) the Released Parties; (v) the Holders of all Claims or Interests that vote to accept the Plan vi) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth herein; (vii) the Holders of all Claims or Interests that vote, or are deemed, to reject the Plan or that are presumed to accept the Plan but do not opt out of granting the releases set forth herein; and (viii) the Holders of all Claims and Interests and all Other Beneficial Owners that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

## **Notice of Assumption and Rejection of Executory Contracts**

and Unexpired Leases of Debtors and Related Procedures 1. Please take notice that, in accordance with Article VIII of the Plan and sections 365 and 1123 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment

of any applicable Cure Amount, and subject to section 8.5 of the

Plan, all Executory Contracts and Unexpired Leases to which

any of the Debtors are parties shall be deemed assumed, unless

the | such contract or lease (i) was previously assumed or rejected by the | the Debtors, pursuant to Final Order of the Bankruptcy Court, (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto, (iii) is the subject of a motion to reject Filed by the Debtors on or before the Confirmation Date, or (iv) is specifically designated as a contract or lease to be rejected on the Schedule of Rejected Contracts. Subject to (i) satisfaction of the conditions set forth in section 8.1(a) of the Plan, (ii) resolution of any disputes in accordance with section 8.2 of the Plan with respect to the Executory Contracts or Unexpired Leases subjec to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions or rejections provided for n the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each Executory Contract and Unexpired Lease assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the applicable Reorganized Debtor or assignee n accordance with its terms, except as modified by any provision of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption or assumption and assignment, or

2. The Plan provides that to the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto.

applicable law.

3. Section 8.2 of the Plan stipulates that the Debtors shall file, as part of the Plan Supplement, the Schedule of Rejected Contracts and the Schedule of Assumed Contracts. The Plan further provides that prior to the Combined Hearing, the Debtors shall serve a notice on parties to Executory Contracts or Unexpired Leases to be assumed, assumed and assigned, or rejected reflecting the Debtors' intention to potentially assume, assume and assign or reject the contract or lease in connection with the Plan and where applicable, setting forth the proposed Cure Amount (i If a counterparty to any Executory Contract or Unexpired Lease that the Debtors or Reorganized Debtors, as applicable intend to assume or assume and assign is not listed on such a notice, the proposed Cure amount for such Executory Contract or Unexpired Lease shall be deemed to be Zero Dollars (\$0). Any objection by a counterparty to an Executory Contract or Unexpired Lease to the proposed assumption, assumption and assignment, or related Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. If there is an Assumption Dispute pertaining to assumption of an Executory Contract or Unexpired Lease (other han a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court prior to such assumption being effective; provided that the Debtors or the Reorganized Debtors, as applicable, may, with the consent of the Requisite Consenting Creditors, settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

4. Section 8.2 of the Plan further provides that any counterparty to an Executory Contract or Unexpired Lease that does not timely object to the notice of the proposed assumption of such Executory Contract or Unexpired Lease shall be deemed to have assented to assumption of the applicable Executory Contract or Unexpired Lease notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify, or permit the termination or modification of, a contract or lease as a result of any direct or indirect transfer or assignment of the rights of any Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Plan; (iii) increase. accelerate, or otherwise alter any obligations or liabilities of any Debtor or any Reorganized Debtor, as applicable, under such Executory Contract or Unexpired Lease: or (iv) create or impose a Lien upon any property or Asset of any Debtor or any Reorganized Debtor, as applicable. Each such provision shall be deemed to not apply to the assumption of such Executory Contract or Unexpired ease pursuant to the Plan and counterparties to assumed Executory Contracts or Unexpired Leases that fail to object to the proposed assumption in accordance with the terms set forth in Section 8.2(a) of the Plan, shall forever be barred and enjoined from objecting to the proposed assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assurance of future performance), or taking actions prohibited by the foregoing or the Bankruptcy Code

on account of transactions contemplated by the Plan.

5. Section 8.3 of the Plan provides that unless otherwise provided by an order of the Bankruptcy Court, Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be Filed with the Bankruptcy Court by the later of thirty (30) days from (i) the date of entry of an order of the Bankruptcy Court approving such rejection, (ii) the effective date of the rejection of such Executor Contract or Unexpired Lease, and (iii) the Effective Date. Any

Claims arising from the rejection of an Executory Contract

or Unexpired Lease not Filed within such time shall be Disallowed pursuant to the Confirmation Order or such other order of the Bankruptcy Court, as applicable, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Estates, the Reorganized Debtors, or property of the foregoing parties, without the need for any objection by the Debtors or the Reorganized Debtors, as applicable, or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or (b) After the Effective Date and following (i) the distributions Definition of Allowed Convertible Notes Secured and discharged, notwithstanding anything in the Schedules, if any, or a Proof of Claim to the contrary.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN

ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

Plan Supplement. The Debtors will file and serve any upplement to the Plan on or before December 8,2023.

Notice of Procedures with Respect to Reinstated Claims

1. Please take notice that, in accordance with Article IV of the lan and section 1124 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 7.11 of the Plan all Other Secured Claims in Class 4 shall be Reinstated. Subject to (i) satisfaction of the conditions set forth in section 7.11 of the Plan, (ii) resolution of any disputes in accordance with section 7.11 of the Plan with respect to the Cure Amounts subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall authorize Reinstatement of the Other Secured Claims in Class 4 pursuant to section 1124 of the Bankruptcy Code.

2. Section 7.11 of the Plan stipulates least ten (10) days before the deadline to object to Confirmation of the Plan, the Debtors shall serve a notice on Holders of Other Secured Claims in Class 4 setting forth the proposed Cure Amount (if any) necessary to Reinstate such Claims. Any objection by a Holder of an Other Secured Claim in Class 4 to the proposed Cure Amount must be Filed, served, and actually received by the Debtors within fourteer 14) days of the service of the notice of proposed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. Any Holder of an Other Secured Claim in Class I that does not timely object to the notice of the proposed Cure Amount shall be deemed to have assented to the Reinstatement of its Claim and the proposed Cure Amount listed therein and shall be shall forever be barred and enjoined from objecting to the Reinstatement of its Claim on the grounds that sections 1124(2)(A) C), or (D) of the Bankruptcy Code have not been satisfied

3. Section 7.11 of the Plan further provides that to the extent there is a dispute relating to the Cure Amount, the Debtors may Reinstate the applicable Other Secured Claim prior to the esolution of the Cure Amount dispute; provided that the Debtors or the Reorganized Debtors, as applicable, reserve Cash in ar amount sufficient to pay the full amount reasonably asserted as the required Cure Amount by the Holder of the applicable Other Secured Claim (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such Holder and the applicable Reorganized Debtor). Subject to resolution of any dispute regarding any Cure Amount, all Cure Amounts shall be satisfied on the Effective Date, or otherwise is soon as practicable thereafter, by the Debtors or Reorganized Debtors, as the case may be

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

**QUESTIONS:** If you have questions about this Combined Hearing Notice, please contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.), or (iv) visiting https://cases.stretto.com/CoreScientific.

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific Inc. (3837); Core Scientific Acquired Mining LLC (6074); Core Scientific Operating Company (5526); Radar Relay, Inc. (0496) Core Scientific Specialty Mining (Oklahoma) LLC (4327); Americar Property Acquisition, LLC (0825); Starboard Capital LLC (6677); RADAR LLC (5106); American Property Acquisitions I, LLC (9717) and American Property Acquisitions VII LLC (3198). The Debtors corporate headquarters is 210 Barton Springs Road, Suite 300 Austin, Texas 78704. The Debtors' service address is 2407 S Congress Ave, Suite E-101, Austin, Texas 78704.

All capitalized terms used but not defined herein have the meanings ascribed to them in the Plan, attached as Exhibit A to the

# **Exhibit C**

Dalton Daily Citizen Affidavit of Publication

# **DALTON DAILY CITIZEN**

# **Dalton's Award-Winning Newspaper**

# Dalton, Georgia 30720

**308 South Thornton Avenue** 

706-217-6397

## **LEGAL AFFIDAVIT**

I, Jeff Mutter, General Manager of the Dalton Daily Citizen, a
newspaper published in the City of Dalton, Georgia, do solemnly swear
the advertisement for:
United States Bankruptcy Court On Re. Core
United States Bankruptey Court of Re. Core Scientific One Debtor Chapter 11
Has run time(s) in the newspaper.
Run dates are as follows:
Mov 22, 2023
All Mulla
Jeff Mutter
General Manager
Sworn on this day 27 1/0/ 2023
Notary Public Jose Hans
Notary Expires 15 January 2024
WINGA R 400
Spinission .
A A A A A A A A A A A A A A A A A A A
# A T T T M L A C L M

Chapter 11 CORE SCIENTIFIC, INC., et al., \$ Case No. 22-90341 (CML)

Debtors¹ \$ (Jointly Administered) NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND VOTING PROCEDURES AND (B) NOTICE PROCEDURES FOR THE ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (III) COMBINED HEARING TO CONSIDER FINAL APPROVAL OF DISCLOSURE

STATEMENT AND CONFIRMATION OF PLAN; AND (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR FINAL APPROVAL OF DISCLOSURE STATEMENT **AND CONFIRMATION OF PLAN** 

TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF: Debtor, Case Number: Core Scientific Mining LLC, 22-90340 Core Scientific, Inc., 22-90341; Core Scientific Acquired Mining LLC, 22-90342; Core Scientific Operating Company, 22-90343; Radar Relay, Inc., 22-90344; Core Scientific Specialty Mining (Oklahoma) LLC, 22-90345; American Property Acquisition LLC, 22-90346; Starboard Capital LLC, 22-90347; RADAR LLC 22-90348; American Property Acquisitions I, LLC, 22-90349; American Property Acquisitions VII, LLC, 22-90350 PLEASE TAKE NOTICE OF THE FOLLOWING:

 Conditional Approval of Disclosure Statement. Or November 14, 2023 the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") held a hearing (the "Conditional Disclosure Statement Hearing") at which it conditionally approved the Disclosure Statement for Third Amended Joint Chapter 11 Plan of Core Scientific, Inc and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1439) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Disclosure Statement") of Core Scientific, Inc. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "Debtors"), and thereafter entered an order (the "Disclosure Statement Order") with respect thereto. The Disclosure Statement Order, among other things, authorizes the Debtors to solicit votes to accept the Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1438) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the

2. Combined Hearing. A hearing to consider confirmation of the Plan and final approval of the Disclosure Statement (the "Combined Hearing") has been scheduled for December 22, 2023 at 10:00 a.m. (Prevailing Central Time), before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, in the Bankruptcy Court. The Combined Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors, with the consent of the Requisite Consenting Creditors, without further notice other than by a Bankruptcy Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Combined Hearing.

3. Voting Record Date. Holders of Claims or Interests in Class 1 (April Convertible Notes Secured Claims), Class 2 (August Convertible Notes Secured Claims), Class 3 (Miner Equipment Lender Secured Claims), Class 5 (M&M Lien Secured Claims) Class 6 (Secured Mortgage Claims), Class 8 (General Unsecured Claims), Class 11 (Section 510(b) Claims), and Class 12 (Existing Common Interests), who are otherwise eligible to vote shall be entitled to vote to accept or reject the Plan as of November 9 2023 (the "Voting Record Date").

4. Voting Deadline. If you received a Solicitation Package including a Ballot, and intend to vote on the Plan, you must: (i) follow the instructions carefully; (ii) complete all of the required information on the Ballot; and (iii) execute and return your completed Ballot according to and as set forth in detail in the voting instructions on your Ballot so that it is actually received by the Debtors' solicitation and voting agent, Stretto, Inc. ("Stretto' or the "Voting Agent") on or before December 13 2023 at 5:00 p.m. (Prevailing Central Time) (the "Voting Deadline"). ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND

5. Parties in Interest Not Entitled to Vote. Holders of Claims or Interests in Class 4 (Other Secured Claims), Class 7 (Priority Non-Tax Claims), Class 10 (Intercompany Claims) and Class 11 (Intercompany Interests) are not entitled to vote on the Plan and will not receive a Ballot. If any creditor seeks to challenge the Allowed amount of its Claim for voting purposes, such creditor must file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be filed with the Court not later than 5:00 p.m. (Prevailing Central Time) on December 8, 2023. Upon the filing of any such Rule 3018(a) Motion guide registers place shall be sounded in second 3018(a) Motion, such creditor's Ballot shall be counted in accordance with the guidelines provided in the Solicitation and Voting Procedures attached as Exhibit 2 to the Disclosure Statemen Order, unless temporarily Allowed in a different amount by an order of the Court entered prior to or concurrent with entry of an order confirming the Plan.

6. Objections to Confirmation. The deadline to object or respond to confirmation of the Plan or final approval of the Disclosure Statement is **December 15, 2023 at 5:00 p.m.** (Prevailing Central Time) (the "Objection Deadline").
7. Form and Manner of Objections to Confirmation.

Objections and responses, if any, to confirmation of the Plan or final approval of the Disclosure Statement, must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, and any order of the Court; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors' estates or property: (iv) provide the basis for the objection and the specific grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed with the Bankruptcy Court (with proof of service) via ECF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office, United States Courthouse, 515 Rusk Avenue, Courtroom 401, 4th Floor, Houston, Texas 77002, so as to be actually received no later than the Objection Deadline : an objection to confirmation of the plan or FINAL APPROVAL OF THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THEN THE OBJECTING PARTY MAY BE BARRED FROM OBJÉCTING TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE SISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING.

9. Additional Information. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other solicitation materials should contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 outside of the U.S.). Interested parties may also review the Disclosure Statement and the Plan free of charge at https:// dm.epiq11.com/sertasimmons. In addition, the Disclosure Statement and Plan are on file with the Bankruntcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: https://www.txs.uscourts.gov/page/bankruptcycourt. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: https://pacer.uscourts.gov/.

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN

If you (i) vote to accept the Plan, (ii) are solicited to vote to accept or reject the Plan, but do not vote to either accept or reject the Plan, and do not opt out of granting the releases set forth in the Plan, (iii) vote, or are deemed, to reject the Plan or are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan, or (iv) were given notice of the opportunity to opt out of granting the releases contained in the Plan but do not opt out, you shall be deemed to have consented to the releases contained in Section 10.6(b) of the Plan. The releases as presented in the Plan are pro vided below:

SECTION 10.5 INJUNCTION. Except as otherwise expressly provided in the Plan or for distributions required to be paid or delivered pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to Section 10.6(a) or Section 10.6(b), shall be discharged pursuant to Section 10.3 of the Plan, or are subject to exculpation pursuant to Section 10.7, and all Subcontractors and all other parties in interest are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties, and/or the Exculpated Parties (to the extent of the exculpation provided pursuant to Section 10.7 with respect to the Exculpated Parties): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests: (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless (x) such Entity has timely asserted such setoff right either in a Filed Proof of Claim, or in another document Filed with the Bankruptcy Court explicitly preserving such setoff or that otherwise indicates that such entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise or (y) such right to setoff arises under a postpeti-

tion agreement with the Debtors or an Executory Contract Documents, the New Secured Notes Documents, the

that has been assumed by the Debtors as of the Effective | Contingent Payment Obligations Documents, the New Date; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of Documents, the New Warrants Agreement, the Rights or in connection with or with respect to any such Claims or Interests released, settled, and/or treated, entitled to a dis- Loan Documents, the DIP Facility, the Terminated RSA, the tribution, or cancelled pursuant to the Plan or otherwise Disallowed; provided that such persons who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Reorganized Debtor, or an Estate shall not be precluded from exercising their rights and remedies, or obtaining the benefits, solely pursuant to and consistent with the terms Subject in all respects to Section 11.1, no entity or person

may commence or pursue a Claim or Cause of Action of

any kind against any Released Party or Exculpated Party that arose or arises from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, by law; and (ii) shall not be construed as (a) releasing any transactions, ownership, or operation of the Debtors, Released Party from Claims or Causes of Action arising from the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, and any and all related agreements, instruments, and/or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan pplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission. transaction, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action into in connection with the Plan, the Plan Supplement, represents a claim of willful misconduct, fraud or gross the Disclosure Statement, the Plan Settlements, the New negligence against a Released Party or Exculpated Party and (ii) specifically authorizing such Entity or Person to bring such Claim or Cause of Action against any such Released Party or Exculpated Party. The Bankruptcy Court shall have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Section 11.1, shall have jurisdiction to adjudicate the underlying colorable Claim or Cause of Action.

SECTION 10.6(a) <u>Releases by the Debtors</u>. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, except as otherwise provided in the Plan or in the Confirmation Order, on and after the Effective Date, the Released Parties are deemed conclusively, absolutely, conditionally and irrevocably, released and discharged by the Debtors, the Reorganized Debtors. and the Estates from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Reorganized Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicita-tion, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemcreated or entered into in connection with the Plan, the Plan Secured Notes Documents, the Contingent Payment Obligations Documents, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(a) of the Plan (i) shall only be applicable to the maximum extent permitted by law; (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these Debtor releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any Released Party from Claims or Causes of Action held by the Debtors arising from an act or omission that is determined by a Final Order or by a federal overnment agency to have constituted a violation of any federal securities laws or (c) releasing any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or any

forth in the Plan Supplement) executed to implement the SECTION 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby the Confirmation Order, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released, and discharged the Debtors, the Reorganized Debtors, and the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatso ever, including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtors or their Estates, that such Entity would have been legally enti-tled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including any Claims or Causes of Action based on any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance. management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements. the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any trans-action, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement.

Miner Equipment Lender Debt Documents, the Exit Facility Offering, the Backstop Commitment Letter, the Initial DIP RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(b) of the Plan (i) shall only be applicable to the maximum extent permitted an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these third-party releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, or (b) releasing any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the

SECTION 10.7 EXCULPATION. Except as otherwise spe cifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out, in whole or in part, from the Petition Date through the Effective Date, of the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors. the nurchase, sale or rescission of any security of the Debtors or the Reorganized Debtors, the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, and related agreements, instruments, or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), ment (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities the Plan, or any other related agreement, except for Claims judicially determined in a Final Order to have constituted all respects, such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities. The Exculpated Parties have, and upon completion of the Plan, shall be deemed to have, participated in good faith and in compliance with all applicable laws with regard to the solicitation and distribution of, any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the fore-going, the exculpations set forth in Section 10.7 of the Plan i) shall only be applicable to the maximum extent permitted by law; and (ii) shall not be construed as (a) exculpating any Exculpated Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these excul-pations any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws govassertable in the Securities Class Action), the DIP Facility, erning fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, or (b) exculpating any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the

SECTION 5.17 CANCELLATION OF LIENS.

(a) Except as otherwise specifically provided in the Plan, ncluding sections 4.4 and 4.6 of the Plan, all notes, instruments, certificates evidencing debt of the Debtors and Existing Common plated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) Interests will be cancelled and obligations of the Debtors there under will be discharged and of no further force or effect, except need for any objection by the Debtors or the Reorganized for the purpose of allowing the applicable agents and trustees | Debtors, as applicable, or further notice to, or action, order Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the New Indicate the New Secured Convertible Notes Documents, the New Indicate the New Indicate the Plan and to Indicate the Plan and the Indicate the Plan and the Indicate the In account of their Allowed Claims and Interests.

(b) After the Effective Date and following (i) the distributions to Holders on account of Allowed Convertible Notes Secured Claims and Allowed Miner Equipment Lender Secured Claims and/or (ii) with regard to Allowed M&M Lien Secured Claims, satisfaction of the applicable M&M Lien Takeback Debt, the Debtors or the Reorganized Debtors, at their expense, may, in their sole the Plan, the administration and implementation of the discretion, take any action necessary to terminate, cancel, extinguish, and/or evidence the release of any and all mortgages, deeds of trust, Liens, pledges, and other security interests with respect to the Convertible Notes Secured Claims, Miner Equipment Lender Secured Claims, and M&M Lien Secured Claims, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release any mortgages, deeds of trust, Liens, pledges, and other security interests held by the Holders of the M&M Lien Secured Claims, Miner Equipment Lender Secured Claims, the Notes Agent, and/ or Convertible Noteholders, including, without limitation, UCC-3

ermination statements Relevant Definitions Related to Release and Exculpation Provisions:

"Exculpated Parties" means each of the following in their capacity as such and, in each case, to the maximum extent permitted by law: (i) the Debtors; and (ii) Equity Committee and its nembers, each solely in their capacity as such.

"Related Parties" means with respect to a Person, that Person's current and former Affiliates, and such Person's and its current and former Affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective document, instrument, or agreement (including those set | current and former equity holders, officers, directors, managers, principals, members, employees, agents, fiduciaries, trustees, advisory board members, financial advisors, partners, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors. investment bankers, consultants, representatives, and other professionals, and such Person's respective heirs, executors. confirmed, except as otherwise provided in the Plan or in estates, and nominees, each in their capacity as such, and any and all other Persons or Entities that may purport to assert any Cause of Action derivatively, by or through the foregoing entities.

"Released Parties" means, collectively: (i) the Debtors; (ii) the Reorganized Debtors: (iii) the Equity Committee and its members that are party to the RSA, solely in their capacities as such; (iv) the Backstop Parties; (v) the Settling Miner Equipment Lenders; (vi) Brown Corporation; (vii) Holliwood LLC; (viii) the Ad Hoc Noteholder Group; (ix) the Consenting Creditors; (x) the Exit Lenders: (xi) the Notes Agent, solely in its capacity as such; and xii) with respect to each of the foregoing Persons in clauses (i) through (xi), all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in section 10.6(b) of the Plan shall not be deemed a Released Party thereunder.

"Releasing Parties" means collectively, and in each case solely in their capacity as such. (i) the Debtors: (ii) the Reorganized Debtors; (iii) with respect to each of the foregoing Persons in clauses (i) through (ii), all Related Parties; (iv) the Released Parties; (v) the Holders of all Claims or Interests that vote to accept the Plan; (vi) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth herein; (vii) the Holders of all Claims or Interests that vote, or are deemed, to reject the Plan or that are presumed to accept the Plan but do not opt out of granting the releases set forth herein; and (viii) the Holders of all Claims and Interests and all Other Beneficial Owners that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out.

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Notice of Assumption and Rejection of Executory Contracts and Unexpired Leases of Debtors and Related Procedures Please take notice that, in accordance with Article VIII of

the Plan and sections 365 and 1123 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 8.5 of the Plan, all Executory Contracts and Unexpired the Plan Settlements, the New Secured Convertible Notes | Leases to which any of the Debtors are parties shall be deemed assumed, unless such contract or lease (i) was previously

assumed or rejected by the Debtors, pursuant to Final Order of the Bankruptcy Court, (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto. (iii) is the subject of a motion to reject Filed by the Debtors on or before the Confirmation Date, or (iv) is specifically designated as a contract or lease to be rejected on the Schedule of Rejected Contracts. Subject to (i) satisfaction of the conditions set forth in section 8.1(a) of the Plan. (ii) resolution of any disputes in accordance with section 8.2 of the Plan with respect to the Executory Contracts or Unexpired Leases subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each Executory Contract and Unexpired Lease assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the applicable Reorganized Debtor or assignee in accordance with its terms, except as modified by any provision of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption or assumption and assignment, or applicable law.

2. The Plan provides that to the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto.

3. Section 8.2 of the Plan stipulates that the Debtors shall file, as part of the Plan Supplement, the Schedule of Rejected Contracts and the Schedule of Assumed Contracts. The Plan further provides that prior to the Combined Hearing, the Debtors shall serve a notice on parties to Executory Contracts or Unexpired Leases to be assumed, assumed and assigned, or rejected reflecting the Debtors' intention to potentially assume. assume and assign, or reject the contract or lease in connection with the Plan and, where applicable, setting forth the proposed Cure Amount (if any). If a counterparty to any Executory Contract or Unexpired Lease that the Debtors or Reorganized Debtors, as applicable, intend to assume or assume and assign is not listed on such a notice, the proposed Cure amount for such Executory Contract or Unexpired Lease shall be deemed to be Zero Dollars (\$0). Any objection by a counterparty to an Executory Contract or Unexpired Lease to the proposed assumption assumption and assignment, or related Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. If there is an Assumption Dispute pertaining to assumption of an Executory Contract or Unexpired Lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court prior to such assumption being effective; provided that the Debtors or the Reorganized Debtors, as applicable, may, with the consent of the Requisite Consenting Creditors, settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action, order, or approval of the Bankruptcy

4. Section 8.2 of the Plan further provides that—any counterparty to an Executory Contract or Unexpired Lease that does not timely object to the notice of the proposed assumption of such Executory Contract or Unexpired Lease shall be deemed pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under Contract or Unexpired Lease notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the or Causes of Action arising from an act or omission that is transfer or assignment of such contract or lease: (ii) terminate or modify, or permit the termination or modification of, a actual fraud, willful misconduct, or gross negligence, but in contract or lease as a result of any direct or indirect transfer or assignment of the rights of any Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Plan; (iii) increase, accelerate, or otherwise alter any obligations or liabilities of any Debtor or any Reorganized Debtor, as applicable, under such Executory Contract or Unexpired Lease; or (iv) create or impose a Lien upon consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at a sapplicable. Each such provision shall be deemed to not apply to the assumption of such Executory Contract or Unexpired Lease pursuant to the Plan and counterparties to assumed Executory Contracts or Unexpired Leases that fail to object to the proposed assumption in accordance with the terms set forth in Section 8.2(a) of the Plan, shall forever be barred and enjoined from objecting to the proposed assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assurance of future performance) or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the Plan.

Section 8.3 of the Plan provides that unless otherwise provided by an order of the Bankruptcy Court, Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be Filed with the Bankruptcy Court by the later of thirty (30) days from (i) the date of entry of an order of the Bankruptcy Court approving such rejection, (ii) the effective date of the rejection of such Executory Contract or Unexpired Lease, and (iii) the Effective Date. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time shall be Disallowed pursuant to the Confirmation Order or such other order of the Bankruptcy Court, as applicable, forever barred from assertion, and shall not be enforceable against as applicable, the Debtors, the Estates, the Reorganized Contract or Unexpired Lease shall be deemed fully satisfied released, and discharged, notwithstanding anything in the

Schedules, if any, or a Proof of Claim to the contrary.
UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

6. Plan Supplement. The Debtors will file and serve any sup plement to the Plan on or before **December 8. 2023**. Notice of Procedures with Respect to Reinstated Claims

1 Please take notice that in accordance with Article IV of the Plan and section 1124 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 7.11 of the Plan all Other Secured Claims in Class 4 shall be Reinstated. Subject to (i) satisfaction of the conditions set forth in section 7.11 of the Plan, (ii) resolution of any disputes in accordance with section 7.11 of the Plan with respect to the Cure Amounts subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall authorize Reinstatement of the Other Secured Claims in Class 4 pursuant

to section 1124 of the Bankruptcy Code. 2. Section 7.11 of the Plan stipulates least ten (10) days before the deadline to object to Confirmation of the Plan, the Debtors shall serve a notice on Holders of Other Secured Claims in Class 4 setting forth the proposed Cure Amount (if any) necessary to Reinstate such Claims. Any objection by a Holder of an Other Secured Claim in Class 4 to the proposed Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the notice of proposed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. Any Holder of an Other Secured Claim in Class 4 that does not timely object to the notice of the proposed Cure Amount shall be deemed to have assented to the Reinstatement of its Claim and the proposed Cure Amount listed therein and shall be shall forever be barred and enjoined from objecting to the Reinstatement of its Claim on the grounds that sections 1124(2)(A), (C), or (D) of the Bankruptcy Code have not been satisfied.

3. Section 7.11 of the Plan further provides that to the extent there is a dispute relating to the Cure Amount, the Debtors may Reinstate the applicable Other Secured Claim prior to the reso lution of the Cure Amount dispute; provided that the Debtors or the Reorganized Debtors, as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure Amount by the Holder of the applicable Other Secured Claim (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such Holder and the applicable Reorganized Debtor). Subject to resolution of any dispute regarding any Cure Amount, all Cure Amounts shall be satisfied on the Effective Date, or otherwise as soon as practicable thereafter, by the Debtors or Reorganized Debtors, as the case may be

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

QUESTIONS: If you have questions about this Combined Hearing Notice, please contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.), or (iv) visiting https://cases.stretto.com/ CoreScientific.

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific Inc. (3837); Core Scientific Acquired Mining LLC (6074); Core Scientific Operating Company (5526); Radar Relay, Inc. (0496); Core Scientific Specialty Mining (Oklahoma) LLC (4327); American Property Acquisition, LLC (0825); Starboard Capital LLC (6677); RADAR LLC (5106); American Property Acquisitions , LLC (9717); and American Property Acquisitions VII LLC (3198). The Debtors' corporate headquarters is 210 Barton Springs Road, Suite 300, Austin, Texas 78704. The Debtors' service address is 2407 S. Congress Ave, Suite E-101, Austin, Texas 78704.

All capitalized terms used but not defined herein have the meanings ascribed to them in the Plan, attached as Exhibit A to the Disclosure Statement.

# Exhibit D Denton Record Chronicle Affidavit of Publication

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### PROOF OF PUBLICATION

Being duly sworn {s)he is the Publisher/authorized designee of Denton Record-Chronicle, in City of Denton/surrounding areas in Denton County; Newspaper of general circulation which has been continuously and regularly published for a period of not less than one year preceding the date of the attached notice, and that the said notice was published in said newspaper Denton Record-Chronicle on the following dates below:

11/25/2023

(signature of Authorized Designee) Subscribed and sworn to before me this 25th day of November, 2023 by

(printed name of Designee)
Witness my hand and official

seal:

(signature name of Designee)

Notary Public, Denton County, Texas

PATRICIA LAGARD
Notary ID # 13027960-6
My Commission Expires
August 05, 2027

MILLER ADVERTISING AGENCY INC. 909 THIRD AVE, 15TH FLOOR NEW YORK NY 10022

Ad Number: 54463

exement of the parties the edd, (ii) is this subject of a motion to request field by the belators on or slove the Confirmation to the (iii) is specifically designated as a contract or lesse to be rejected, on the Schedule of Rejected Contracts. Subject to (i) satisfaction of the conditions set forth in section 8.1 (a) of the Pan (ii) resolution of any disputes in accordance with section 8.2 of the Plan with respect to the Executory Contracts or Unexpired Leases subject to such disputes, and (iii) the courrence of the Effective Bet entry of the Confirmation Order by the Bankruptcy Court shall constitute approved of the assumptions or rejections provided for

in accordance with its terms, except as modified by any provision of the Plan, any order of the Bankuryck Court authorizing and providing for its assumption or assumption and assignment, or the plan of the plan

Unexperied Lease or to exercise any other default-releted rights with respect interes. Plans nijudisets that the Debtors shall file as part of the Plans Supplement, the Schedule of Rejected Contracts and the Schedule of Assumed Contracts. The Plan further provides that prior to the Combined Hearing, the Debtors shall serve a notice on parties to Executive Contracts or Unexperied Leases to be assumed, assumed and assigned, or rejected orflecting the contract of the Plans Supplement of the Plans and where applicable, setting forth the proposed Cure Amount of the Plans and where applicable, setting forth the proposed Cure Amount filed and where applicable, setting forth the proposed Cure Amount of the Plans and where applicable, setting forth the proposed Cure Amount filed and the Plans and where applicable, setting forth the proposed Cure Amount filed the Contract of the Plans and where applicable, setting forth the proposed cure and the Plans and where applicable, setting forth the proposed of cure Amount filed the Contract of the Plans and Assignment, or restance that the Debtors of Plans and Setting for the Plans and Assignment or restance that a Recentury Contract or Unexpired Lease to the proposed assumption, assumption and assignment, or related Cure Amount must be Filed, served, and actually received by the Debtors within fourteen so the proposed assumption of the Plans and Setting of the Plans and Setting for the Plans

solghest bits endoted of the proposed assumption of such Executory Contract or Unexpired Lease shall be deemed to have assumption of the applicable Executory Contract or Unexpired Lease in the Ministry of the Contract or Unexpired Lease in the Ministry of the Contract or Unexpired Lease in the Ministry of the Contract or Lease (in the Ministry of the Contract or Lease and Contract or Lease (in the Ministry or Contract or Lease as a result of any function of an ormalification of a contract or lease as a result of any function of modification of a contract or lease as a result of any function of the contract or Lease as a result of any function of the contract or Lease as a result of any function of the contract or Lease as a result of any function of the contract or Lease and the contract or Lease or Le

All capitalized terms used but not defined herein have the meanings ascribed to them in the Plan, attached as <u>Exhibit A</u> to the Disclosure Statement

§ Chapter 11 CORE SCIENTIFIC, INC., et al., S Case No. 22-90341 (CML)
Debtors¹ S (Jointly Administered)

NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND VOTING PROCEDURES AND (B) NOTICE PROCEDURES FOR THE ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (III) COMBINED **HEARING TO CONSIDER FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF** 

PLAN; AND (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN

TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF: **Debtor, Case Number:** Core Scientific Mining LLC, 22-90340 Core Scientific, Inc., 22-90341; Core Scientific Acquired Mining LLC, 22-90342; Core Scientific Operating Company, 22-90343; Radar Relay, Inc., 22-90344; Core Scientific Specialty Mining (Oklahoma) LLC, 22-90345; American Property Acquisition, LLC, 22-90346; Starboard Capital LLC, 22-90347; RADAR LLC, 22-90348; American Property Acquisitions I, LLC, 22-90349; American Property Acquisitions VII, LLC, 22-90350 PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Conditional Approval of Disclosure Statement. On November 14, 2023 the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") held a hearing (the "Conditional Disclosure Statement Hearing") at which it conditionally approved the Disclosure Statement for Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket Statement") of Core Scientific, Inc. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "Debtors") and thereafter entered an order (the "Disclosure Statement Order") with respect thereto. The Disclosure Statement Order, among other things, authorizes the Debtors to solicit votes to accept the Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket

be modified, amended, or supplemented, the "Plan").<sup>2</sup>
2. *Combined Hearing*. A hearing to consider confirmation of the Plan and final approval of the Disclosure Statement (the "Combined Hearing") has been scheduled for December 22, 2023 at 10:00 a.m. (Prevailing Central Time), before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, in the Bankruptcy Court. The Combined Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors, with the consent of the Requisite Consenting Creditors, without further notice other than by a Bankruptcy Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Combined Hearing.

3. Voting Record Date. Holders of Claims or Interests in Class 1 (April Convertible Notes Secured Claims), Class 2 (August Convertible Notes Secured Claims), Class 3 (Miner Equipment Lender Secured Claims), Class 5 (M&M Lien`Secured Claims), Class 6 (Secured Mortgage Claims), Class 8 (General Unsecured Claims), Class 11 (Section 510(b) Claims), and Class 12 (Existing Common Interests), who are otherwise eligible to vote shall be entitled to vote to accept or reject the Plan as of **November 9, 2023** (the "**Voting Record Date**").

4. Voting Deadline. If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan, you must: (i) follow the instructions carefully; (ii) complete all of the required information on the Ballot; and (iii) execute and return your completed Ballot according to and as set forth in detail in the or in the Confirmation Order, on and after the Effective Date, voting instructions on your Ballot so that it is actually received by the Debtors' solicitation and voting agent, Stretto, Inc. ("**Stretto**" or the "Voting Agent") on or before December 13 2023 at 5:00 p.m. (Prevailing Central Time) (the "Voting Deadline"). ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND

5. Parties in Interest Not Entitled to Vote. Holders of Claims or Interests in Class 4 (Other Secured Claims), Class 7 (Priority Non-Tax Claims), Class 10 (Intercompany Claims), and Class 11 (Intercompany Interests) are not entitled to vote on the Plan and will not receive a Ballot. If any creditor seeks to challenge the Allowed amount of its Claim for voting purposes, such creditor must file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be filed with the Court not later than 5:00 p.m. (Prevailing Central Time) on December 8, 2023. Upon the filing of any such Rule 3018(a) Motion, such creditor's Ballot shall be counted in accordance with the guidelines provided in the Solicitation and Voting Procedures attached as **Exhibit 2** to the Disclosure Statement Order, unless temporarily Allowed in a different amount by an order of the Court entered prior to or

respond to confirmation of the Plan or final approval of the Transaction, contract, instrument, release, or other agreement Disclosure Statement is December 15, 2023 at 5:00 p.m. or document (including any legal opinion requested by any (Prevailing Central Time) (the "Objection Deadline").
7. Form and Manner of Objections to Confi.

and any order of the Court; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors' estates or property; (iv) provide the basis for the objection and the specific grounds therefor, and, if practicable, a proposed modification to Exit Facility Documents, the New Warrants Agreement, the the Plan that would resolve such objection: and (v) he filed with the Bankruptcy Court (with proof of service) via ECF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office, United States Courthouse, 515 Rusk Avenue, Courtroom 401, 4th Floor, Houston, Texas 77002, so as to be actually received no later

8 IF AN OR IFCTION TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN. THEN THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT. OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE

9. **Additional Information**. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other solicitation materials should contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.). Interested parties may also review the Disclosure or gross negligence, (b) releasing any Released Party from Statement and the Plan free of charge at https://dm.epiq11.com/ sertasimmons. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: https://www.txs. uscourts.gov/page/bankruptcycourt. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: https://

## NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN

If you (i) vote to accept the Plan, (ii) are solicited to vote to accept or reject the Plan, but do not vote to either accept or valuable consideration, the adequacy of which is hereby partners, attorneys, accountants, managed accounts or funds, reject the Plan, and do not opt out of granting the releases set forth in the Plan. (iii) vote, or are deemed, to reject the Plan or Confirmation Order, to the fullest extent permissible under are presumed to accept the Plan but do not opt out of granting applicable law, as such law may be extended or integrated the releases set forth in the Plan, or (iv) were given notice of the opportunity to opt out of granting the releases contained to have conclusively, absolutely, unconditionally, irrevocably, in the Plan but do not opt out, you shall be deemed to have and forever, released, and discharged the Debtors, the consented to the releases contained in Section 10.6(b) of the Plan. The releases as presented in the Plan are provided and all Claims, obligations, rights, suits, damages, Causes

provided in the Plan or for distributions required to be paid or may be asserted on behalf of the Debtors or their Estates, delivered pursuant to the Plan or the Confirmation Order, all that such Entity would have been legally entitled to assert Entities that have held, hold, or may hold Claims or Interests | in their own right (whether individually or collectively) or on that have been released pursuant to Section 10.6(a) or Section | behalf of the Holder of any Claim or Interest, whether known 10.6(b), shall be discharged pursuant to Section 10.3 of the or unknown, foreseen or unforeseen, existing or hereinafter and all Subcontractors and all other parties in interest are or in any manner arising from, in whole or in part, any act or permanently enjoined, from and after the Effective Date, from  $\mid$  omission, transaction, agreement, event, or other occurrence taking any of the following actions against, as applicable, the taking place on or before the Effective Date, including any Debtors, the Reorganized Debtors, the Released Parties, and/ or the Exculpated Parties (to the extent of the exculpation provided pursuant to Section 10.7 with respect to the Exculpated Parties): (i) commencing or continuing in any ownership, or operation of the Debtors, the purchase, sale or manner any action or other proceeding of any kind on account any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless (x) such Entity has timely asserted such setoff right either in a Filed Proof of Claim, or in another document Filed with the Bankruptcy Order in lieu of such legal opinion) created or entered into Court explicitly preserving such setoff or that otherwise indicates that such entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise Convertible Notes Documents, the New Secured Notes or (y) such right to setoff arises under a postpetition agreement with the Debtors or an Executory Contract that

other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released, settled, and/or treated, entitled to a distribution, or cancelled the RSA, the Chapter 11 Cases, the pursuit of confirmation of the parties thereto, (iii) is the subject of a motion to reject Filed by the Debtors on or before the Confirmation Date, or pursuant to the Plan or otherwise Disallowed; provided and consummation of the Plan, the administration and that such persons who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Reorganized Debtor, or an implementation of the Plan or Confirmation Order, including on the Schedule of Rejected Contracts. Subject to (i) satisfaction of the issuance or distribution of securities pursuant to the Plan of the conditions set forth in section 8.1(a) of the Plan, (ii) resolution remedies, or obtaining the benefits, solely pursuant to and or the distribution of property under the Plan, or any other consistent with the terms of the Plan.

may commence or pursue a Claim or Cause of Action of any Notwithstanding anything to the contrary in the foregoing, kind against any Released Party or Exculpated Party that the releases set forth in Section 10.6(b) of the Plan (i) shall the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Claims or Causes of Action arising under sections 544 or 548 Notes Agreements, the Miner Equipment Lender Agreements, of the Bankruptcy Code or state laws governing fraudulent the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, and any and all related agreements, instruments, and/or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into with, relating to, or arising out, in whole or in part, from the part of the Plan Supplement, the Schedule of Rejected Contracts in connection with the Plan, the Plan Supplement, the Petition Date through the Effective Date, of the Chapter and the Schedule of Assumed Contracts. The Plan further provides No. 1439) (including any exhibits and schedules thereto and as in connection with the Plan, the Plan Supplement, the may be modified, amended, or supplemented, the "Disclosure Disclosure Statement, the Plan Settlements, the New Secured 11 Cases, the Debtors, the governance, management, the Plan Settlements, the New Secured 11 Cases, the Debtors, the governance, management, the Plan Settlements, the New Secured 11 Cases, the Debtors, the governance, management, the Plan Settlements, the New Secured 11 Cases, the Debtors, the governance, management, the Plan Settlements, the New Secured 11 Cases, the Debtors, the Settlements, the New Secured 11 Cases, the Debtors, the Settlements, the New Secured 11 Cases, the Debtors, the Settlements, the New Secured 11 Cases, the Debtors, the Settlements, the New Secured 11 Cases, the Debtors, the Settlements, the New Secured 11 Cases, the Debtors, the Settlements, the New Secured 11 Cases, the Debtors, the Settlements, the New Secured 11 Cases, the Debtors, the Settlements, the New Secured 11 Cases, the Debtors, the Settlements, the New Secured 11 Cases, the Debtors, the Settlements, the New Secured 11 Cases, the Debtors, the Settlements, the New Secured 11 Cases, the Debtors, the Settlements, the New Secured 11 Cases, the Settlements, the New Secured 11 Cases, the Debtors the Settlements, the New Secured 11 Cases, the Debtors the Settlements, the New Secured 11 Cases, the Debtors the Settlements, the New Secured 11 Cases, the Debtors the Settlements, the New Secured 11 Cases, the Debtors the Settlements t Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, ownership, or operation of the Debtors, the Documents, the Contingent Payment Obligations Documents, purchase, sale or rescission of any security of the Debtors be assumed, assumed and assigned, or rejected reflecting the the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, agreements relating to M&M Liens, and related agreements, and or reject the contract or lease in connection with the Plan and, where applicable, setting forth the proposed Cure Amount (if agreements, the DIP Facility, the Terminated RSA, agreements relating to M&M Liens, and related agreements, and in the Mortgage Agreements and related agreements. It is a counterparty to any Executory Contract or Unexpired the RSA, the Chapter 11 Cases, the pursuit of confirmation No. 1438) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Plan").<sup>2</sup>

and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing without the Bankruptcy Court (i) bring such Claim or Cause of Action against any such Released Party or Exculpated Party. The Bankruptcy Court shall have sole and exclusive jurisdiction to determine whether a Claim Exit Facility Documents, the New Warrants Agreement, the or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Section 11.1, shall have jurisdiction to adjudicate the underlying colorable Claim or

Cause of Action. SECTION 10.6(a) RELEASES BY THE DEBTORS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, including the obligations of the Debtors under the Plan and implement the Plan, except as otherwise provided in the Plan unconditionally and irrevocably, released and discharged by the Debtors, the Reorganized Debtors, and the Estates from of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen. existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Reorganized Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based management, transactions, ownership, or operation of the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan concurrent with entry of an order confirming the Plan.
6. Objections to Confirmation. The deadline to object or Entity regarding any transaction, contract, instrument, the New Miner Equipment Lender Debt Documents, the account of their Allowed Claims and Interests. Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(a) of the Plan (i) shall only be not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that actual fraud (provided that actual fraud shall not exempt from the scope of these Debtor releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, Claims or Causes of Action held by the Debtors arising from an act or omission that is determined by a Final Order or by a federal government agency to have constituted a violation of

document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. SECTION 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND confirmed, except as otherwise provided in the Plan or in the after the Effective Date, each Releasing Party, shall be deemed Reorganized Debtors, and the Released Parties from any of Action, remedies, and liabilities whatsoever, including SECTION 10.5 <u>INJUNCTION</u>. Except as otherwise expressly any derivative Claims or Causes of Action asserted or that Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, rescission of any security of the Debtors or the Reorganized Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement) the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured

Confirmation Order, any Restructuring Transaction, or any

has been assumed by the Debtors as of the Effective Date; and | the New Miner Equipment Lender Debt Documents, the | such contract or lease (i) was previously assumed or rejected by (v) commencing or continuing in any manner any action or Exit Facility Documents, the New Warrants Agreement, the the Debtors, pursuant to Final Order of the Bankruptcy Court, (ii Rights Offering, the Backstop Commitment Letter, the Initial Estate shall not be precluded from exercising their rights and (including, but not limited to, the New Common Interests), of any disputes in accordance with section 8.2 of the Plan with or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other to such disputes, and (iii) the occurrence of the Effective Date, Subject in all respects to Section 11.1, no entity or person occurrence taking place on or before the Effective Date. entry of the Confirmation Order by the Bankruptcy Court shall arose or arises from, in whole or in part, the Chapter 11 Cases, only be applicable to the maximum extent permitted by law; Code. Each Executory Contract and Unexpired Lease assumed or and (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or rescission of any security of the Debtors or the Reorganized omission that is judicially determined by a Final Order to have in accordance with its terms, except as modified by any provision Debtors (which includes, for the avoidance of doubt, all constituted actual fraud (provided that actual fraud shall of the Plan, any order of the Bankruptcy Court authorizing and not exempt from the scope of these third-party releases any or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, or (b) releasing any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

SECTION 10.7 EXCULPATION. Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is Unexpired Lease or to exercise any other default-related rights document, or other agreement contemplated by the Plan or hereby released and exculpated from, any Cause of Action for any claim related to any act or omission in connection or the Reorganized Debtors, the DIP Facility, the Convertible Debtors' intention to potentially assume, assume and assign instruments, or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation (14) days of the service of the assumption notice, or such first determining, after notice and a hearing, that such Claim or | Order in lieu of such legal opinion) created or entered into Cause of Action represents a claim of willful misconduct, fraud in connection with the Plan, the Plan Supplement, the Bankruptcy Court. If there is an Assumption Dispute pertaining or gross negligence against a Released Party or Exculpated | Disclosure Statement, the Plan Settlements, the New Secured Party and (ii) specifically authorizing such Entity or Person to Convertible Notes Documents, the New Secured Notes than a dispute pertaining to a Cure Amount), such dispute shall Documents, the Contingent Payment Obligations Documents, be heard by the Bankruptcy Court prior to such assumption being Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation order, or approval of the Bankruptcy Court. and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other related agreement, except for Claims or Causes of Action arising from an act or omission that is judicially determined the contributions of the Released Parties to facilitate and in a Final Order to have constituted actual fraud, willful contract or lease; (ii) terminate or modify, or permit the termination misconduct, or gross negligence, but in all respects, such exculpated Parties shall be entitled to reasonably rely indirect transfer or assignment of the rights of any Debtor under the Released Parties are deemed conclusively, absolutely, upon the advice of counsel with respect to their duties and such contract or lease or a change, if any, in the ownership or responsibilities. The Exculpated Parties have, and upon completion of the Plan, shall be deemed to have, participated any and all Claims, obligations, rights, suits, damages, Causes in good faith and in compliance with all applicable laws with regard to the solicitation and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for Debtor, as applicable. Each such provision shall be deemed to not the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Executory Contracts or Unexpired Leases that fail to object to Notwithstanding anything to the contrary in the foregoing, the exculpations set forth in Section 10.7 of the Plan (i) shall only on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, (ii) shall not be construed as (a) exculpating any Exculpated such assumption (including with respect to any Cure Amounts or Party from Claims or Causes of Action arising from an act Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the Debtors or the Reorganized Debtors or the Reorganized Debtors (which includes, for the Debtors or the Reorganized Debtors or the Reorganized Debtors (which includes, for the Debtors or the Reorganized Debtors (which includes, for the Debtors or the Reorganized Debtors (which includes, for the Debtors or the Reorganized Debtors (which includes, for the Debtors or the Reorganized Debtors (which includes, for the Debtors or the Reorganized Debtors (which includes, for the Debtors or the Reorganized Debtors (which includes, for the Debtors or the Reorganized Debtors (which includes, for the Debtors or the Reorganized Debtors or the Reorganized Debtors (which includes, for the Debtors or the Reorganized Debtors or the Reorganized Debtors (which includes, for the Debtors or the Reorganized Debtors or the Reorganized Debtors or the Reorganized Debtors (which includes, for the Debtors or the Reorganized Debtors or the Reorganized Debtors or the Reorganized Debtors (which includes, for the Debtors or the Reorganized Debtors have constituted actual fraud (provided that actual fraud on account of transactions contemplated by the Plan. shall not exempt from the scope of these exculpations any Claims or Causes of Action arising under sections 544 or 548 the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General of the Bankruptcy Code or state laws governing fraudulent with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be Filed with the misconduct, or gross negligence, or (b) exculpating any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan

SECTION 5.17 CANCELLATION OF LIENS. s 4.4 and 4.6 of the P Objections and responses, if any, to confirmation of the Plan or final the reliance by any Released Party on the Plan or Confirmation certificates evidencing debt of the Debtors and Existing Common from assertion, and shall not be enforceable against, as approval of the Disclosure Statement, must: (i) be in writing; (ii) Order in lieu of such legal opinion) created or entered into conform to the Bankruptcy Rules and the Bankruptcy Local Rules, in connection with the Plan. the Plan Supplement, the literature or property of the Debtors or pro in connection with the Plan, the Plan Supplement, the thereunder will be discharged and of no further force or effect, Disclosure Statement, the Plan Settlements, the New Secured except for the purpose of allowing the applicable agents and any objection by the Debtors or the Reorganized Debtors, as Convertible Notes Documents, the New Secured Notes trustees to receive distributions from the Debtors under the Plan Documents, the Contingent Payment Obligations Documents, and to make any further distributions to the applicable Holders on

Supplement) executed to implement the Plan.

(b) After the Effective Date and following (i) the distributions to Holders on account of Allowed Convertible Notes Secured Claims and Allowed Miner Equipment Lender Secured Claims and/or (ii) with regard to Allowed M&M Lien Secured Claims, satisfaction of the applicable M&M Lien Takeback Debt, the Debtors or the Reorganized Debtors, at their expense, may, in their sole discretion, take any action necessary to terminate (including, but not limited to, the New Common Interests), cancel, extinguish, and/or evidence the release of any and all mortgages, deeds of trust, Liens, pledges, and other security interests with respect to the Convertible Notes Secured Claims Miner Equipment Lender Secured Claims, and M&M Lien Secured Claims, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release applicable to the maximum extent permitted by law: (ii) shall any mortgages, deeds of trust. Liens, pledges, and other security interests held by the Holders of the M&M Lien Secured Claims, Miner Equipment Lender Secured Claims, the Notes Agent, and/ is judicially determined by a Final Order to have constituted or Convertible Noteholders, including, without limitation, UCC-3 termination statements.

Relevant Definitions Related to Release and Exculpation Provisions:

"Exculpated Parties" means each of the following in their capacity as such and, in each case, to the maximum extent permitted by law: (i) the Debtors; and (ii) Equity Committee and its members, each solely in their capacity as such

Person's current and former Affiliates, and such Person's and any federal securities laws or (c) releasing any post-Effective its current and former Affiliates' current and former directors. Date obligations of any party or Entity under the Plan, the managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, INTERESTS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good and management companies, fund advisors, investment bankers, consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, each n their capacity as such, and any and all other Persons or Entities that may purport to assert any Cause of Action derivatively, by or through the foregoing entities.

Reorganized Debtors; (iii) the Equity Committee and its members that are party to the RSA, solely in their capacities as such; (iv) the Backstop Parties; (v) the Settling Miner Equipment Lenders; (vi) Other Secured Claim (or such smaller amount as may be fixed Brown Corporation; (vii) Holliwood LLC; (viii) the Ad Hoc Noteholder Group; (ix) the Consenting Creditors; (x) the Exit Lenders; (xi) the Notes Agent, solely in its capacity as such; and (xii) with respect to each of the foregoing Persons in clauses (i) through (xi), all Related Parties. Notwithstanding the foregoing, any Person that opts out Plan, or are subject to exculpation pursuant to Section 10.7, arising, in law, equity, or otherwise, based on or relating to, of the releases set forth in section 10.6(b) of the Plan shall not be deemed a Released Party thereunder.

"Releasing Parties" means collectively, and in each case solely in their capacity as such, (i) the Debtors; (ii) the Reorganized Debtors; (iii) with respect to each of the foregoing Persons in clauses (i) through (ii), all Related Parties; (iv) the Released Parties; (v) the Holders of all Claims or Interests that vote to accept the Plan: vi) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by Claims and Causes of Action asserted or assertable in the are deemed, to reject the Plan or that are presumed to accept the Plan but do not opt out of granting the releases set forth herein; and (viii) the Holders of all Claims and Interests and all Other Beneficial Owners that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out.
YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY

REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

#### Notice of Assumption and Rejection of Executory Contracts and Unexpired Leases of Debtors and Related Procedures

1 Please take notice that in accordance with Article VIII of the Plan and sections 365 and 1123 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 8.5 of the Plan, all Executory Contracts and Unexpired Leases to which Documents, the Contingent Payment Obligations Documents, any of the Debtors are parties shall be deemed assumed, unless

previously expired or terminated pursuant to its own terms or by (iv) is specifically designated as a contract or lease to be rejected constitute approval of the assumptions or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the applicable Reorganized Debtor or assignee providing for its assumption or assumption and assignment, or applicable law.

2. The Plan provides that to the maximum extent permitted by law, to the extent any provision in any Executory Contract deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including any "change of control" provision) then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or with respect thereto.

3. Section 8.2 of the Plan stipulates that the Debtors shall file, as that prior to the Combined Hearing, the Debtors shall serve a Lease that the Debtors or Reorganized Debtors, as applicable intend to assume or assume and assign is not listed on such a notice, the proposed Cure amount for such Executory Contract or Unexpired Lease shall be deemed to be Zero Dollars (\$0). Any objection by a counterparty to an Executory Contract or Unexpired Lease to the proposed assumption, assumption and assignment, or related Cure Amount must be Filed served, and actually received by the Debtors within fourteen shorter period as agreed to by the parties or authorized by the to assumption of an Executory Contract or Unexpired Lease (other Creditors, settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action

4. Section 8.2 of the Plan further provides that any counterparty to an Executory Contract or Unexpired Lease that does not timely object to the notice of the proposed assumption of such Executory Contract or Unexpired Lease shall be deemed to have assented to assumption of the applicable Executory Contract or Unexpired Lease notwithstanding any provision thereof that purports to (i prohibit, restrict, or condition the transfer or assignment of such control to the extent contemplated by the Plan; (iii) increase accelerate, or otherwise alter any obligations or liabilities of any Debtor or any Reorganized Debtor, as applicable, under such Executory Contract or Unexpired Lease; or (iv) create or impose a apply to the assumption of such Executory Contract or Unexpired Lease pursuant to the Plan and counterparties to assumed the proposed assumption in accordance with the terms set forth in Section 8.2(a) of the Plan, shall forever be barred and enjoined the provision of adequate assurance of future performance), or

5. Section 8.3 of the Plan provides that unless otherwise provided by an order of the Bankruptcy Court, Proofs of Claim with respect to Claims arising from the rejection of Executory Bankruptcy Court by the later of thirty (30) days from (i) the date of entry of an order of the Bankruptcy Court approving such rejection, (ii) the effective date of the rejection of such Executory Contract or Unexpired Lease, and (iii) the Effective Date. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time shall be (a) Except as otherwise specifically provided in the Plan, Disallowed pursuant to the Confirmation Order or such other or property of the foregoing parties, without the need for applicable, or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released and discharged, notwithstanding anything in the Schedules if any, or a Proof of Claim to the contrary.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN

ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

6. Plan Supplement. The Debtors will file and serve any

supplement to the Plan on or before **December 8, 2023** Notice of Procedures with Respect to Reinstated Claims

1. Please take notice that, in accordance with Article IV of the Plan and section 1124 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 7.11 of the Plan all Other Secured Claims in Class 4 shall be Reinstated. Subject to (i) satisfaction of the conditions set forth in section 7.11 of the Plan. (ii) resolution of any disputes in accordance with section 7.11 of the Plan with respect to the Cure Amounts subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall authorize Reinstatement of the Other Secured Claims in Class 4 pursuant to section 1124 of the Bankruptcy Code.

2. Section 7.11 of the Plan stipulates least ten (10) days before the deadline to object to Confirmation of the Plan, the Debtors shall serve a notice on Holders of Other Secured Claims in Class "Related Parties" means with respect to a Person, that 4 setting forth the proposed Cure Amount (if any) necessary to Reinstate such Claims. Any objection by a Holder of an Other Secured Claim in Class 4 to the proposed Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the notice of proposed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. Any Holder of an Other Secured Claim in Class 4 that does not timely object to the notice of the proposed Cure Amount shall be deemed to have assented to the Reinstatement of its Claim and the proposed Cure Amount listed therein and shall be shall forever be barred and enjoined from objecting to the Reinstatement of its Claim on the grounds that sections 1124(2) (A), (C), or (D) of the Bankruptcy Code have not been satisfied.

3. Section 7.11 of the Plan further provides that to the exten there is a dispute relating to the Cure Amount, the Debtors may Reinstate the applicable Other Secured Claim prior to the resolution of the Cure Amount dispute; provided that the Debtors "Released Parties" means, collectively: (i) the Debtors; (ii) the or the Reorganized Debtors, as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure Amount by the Holder of the applicable or estimated by the Bankruptcy Court or otherwise agreed to by such Holder and the applicable Reorganized Debtor). Subject to resolution of any dispute regarding any Cure Amount, all Cure Amounts shall be satisfied on the Effective Date, or otherwise as soon as practicable thereafter, by the Debtors or Reorganized Debtors, as the case may be.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

QUESTIONS: If you have questions about this Combined Hearing Notice, please contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com. (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.), or (iv) visiting https://cases.stretto.com/CoreScientific.

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971): Core Scientific. Inc. (3837); Core Scientific Acquired Mining LLC (6074); Core Scientific Operating Company (5526); Radar Relay, Inc. (0496) Core Scientific Specialty Mining (Oklahoma) LLC (4327); American Property Acquisition, LLC (0825); Starboard Capital LLC (6677) RADAR LLC (5106); American Property Acquisitions I, LLC (9717) and American Property Acquisitions VII LLC (3198). The Debtors cornorate headquarters is 210 Barton Springs Road, Suite 300 Austin, Texas 78704. The Debtors' service address is 2407 S Congress Ave, Suite E-101, Austin, Texas 78704.

All capitalized terms used but not defined herein have the meaning's ascribed to them in the Plan, attached as Exhibit A to the Disclosure Statement.

# **Exhibit E**Grand Forks Herald Affidavit of Publication

ND Affidavit No. 278813

### AFFIDAVIT OF PUBLICATION

# STATE OF NORTH DAKOTA ss. COUNTY OF GRAND FORKS

Taylor Herhold, Grand Forks Herald, being duly sworn, states as follows:

- 1. I am the designated agent of Grand Forks Herald, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.
- 2. The newspaper listed on the exhibit published the advertisement of: *Legal Notice*; (1) time: Wednesday, November 29, 2023, as required by law or ordinance.
- 3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

Dated this 29th day of November, 2023

Notary Public

NICHOLE SEITZ Notary Public State of North Dakota My Commission Expires Jan 3, 2024

See 2.2. A control of the control of

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS

CORE SCIENTIFIC, INC., et al., Debtors1

§ Chapter 11 § Case No. 22-90341 (CML) § (Jointly Administered)

NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND VOTING PROCEDURES AND (B) NOTICE PROCEDURES FOR THE ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES: (III) COMBINED HEARING

STATEMENT AND CONFIRMATION OF PLAN: AND (IV) FOR FINAL APPROVAL OF DISCLOSURE STATEMENT **AND CONFIRMATION OF PLAN** 

TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF: Debtor, Case Number: Core Scientific Mining LLC, 22-90340 Core Scientific, Inc., 22-90341; Core Scientific Acquired Mining LLC 22-90342 Core Scientific Operating Company 22-90343 Radar Relay, Inc., 22-90344; Core Scientific Specialty Mining (Oklahoma) LLC, 22-90345; American Property Acquisition 22-90348; American Property Acquisitions I, LLC, 22-90349; American Property Acquisitions VII, LLC, 22-90350 PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Conditional Approval of Disclosure Statement. On November 14, 2023 the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") held a hearing (the "Conditional Disclosure Statement Hearing" which it conditionally approved the Disclosure Statement for Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1439) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Disclosure Statement") of Core Scientific, Inc. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "Debtors"), and thereafter entered an order (the "Disclosure Statement Order") with respect thereto. The Disclosure Statement Order, among other things, authorizes the Debtors to solicit votes to accept the *Third Amended Joint Chapter 11 Plan of* Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1438) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the 2. Combined Hearing. A hearing to consider confirmation

of the Plan and final approval of the Disclosure Statement (the "Combined Hearing") has been scheduled for December 22, 2023 at 10:00 a.m. (Prevailing Central Time), before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, in the Bankruptcy Court. may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors, with the consent of the Requisite Consenting Creditors, without further notice other than by a Bankruptcy Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Combined Hearing. Voting Record Date. Holders of Claims or Interests in Class 1 (April Convertible Notes Secured Claims), Class 2 (August

Convertible Notes Secured Claims), Class 3 (Miner Equipment Lender Secured Claims), Class 5 (M&M Lien Secured Claims) Class 6 (Secured Mortgage Claims), Class 8 (General Unsecured Claims), Class 11 (Section 510(b) Claims), and Class 12 (Existing Common Interests), who are otherwise eligible to vote shall be entitled to vote to accept or reject the Plan as of November 9. 2023 (the "Voting Record Date"). 4. **Voting Deadline**. If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan, you must: (i) follow the instructions carefully: (ii) complete all of the required

information on the Ballot; and (iii) execute and return completed Ballot according to and as set forth in detail in the oting instructions on your Ballot so that it is actually received by the Debtors' solicitation and voting agent, Stretto, Inc. ("Stretto or the "Voting Agent") on or before December 13 2023 at 5:00 p.m. (Prevailing Central Time) (the "Voting Deadline"). ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND 5. Parties in Interest Not Entitled to Vote. Holders of Claims or Interests in Class 4 (Other Secured Claims), Class 7 (Priority Non-Tax Claims), Class 10 (Intercompany Claims),

and Class 11 (Intercompany Interests) are not entitled to vote on the Plan and will not receive a Ballot. If any creditor seeks to challenge the Allowed amount of its Claim for voting purposes, such creditor must file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allow ing such Claim for voting purposes in a different amount (a "**Rule 3018(a) Motion**"). Any Rule 3018(a) Motion must be filed with the Court not later than 5:00 p.m. (**Prevailing Central** Time) on December 8, 2023. Upon the filing of any such Rule 3018(a) Motion, such creditor's Ballot shall be counted in accordance with the guidelines provided in the Solicitation and Voting Procedures attached as Exhibit 2 to the Disclosure Statement Order, unless temporarily Allowed in a different amount by an order of the Court entered prior to or concurrent with entry of an order confirming the Plan. 6. Objections to Confirmation. The deadline to object or respond to confirmation of the Plan or final approval of the Disclosure Statement is December 15, 2023 at 5:00 p.m.

(Prevailing Central Time) (the "Objection Deadline").
7. Form and Manner of Objections to Confirmation. Objections and responses, if any, to confirmation of the Plan or final approval of the Disclosure Statement, must: (i) be in writing;

(ii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, and any order of the Court; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors estates or property; (iv) provide the basis for the objection and the specific grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such objection: and (v) be filed with the Bankruptcy Court (with proof of service) via ECE or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office, United States Courthouse, 515 Rusk Avenue, Courtroom 401, 4th Floor, Houston, Texas 77002, so as to be actually received no later than the Objection Deadline 8 IF AN OBJECTION TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THEN

THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING. 9. Additional Information. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other solicitation materials should contact Stretto through (i) e-mai

at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 outside of the U.S.). Interested parties may also review the Disclosure Statement and the Plan free of charge at https:// dm.epiq11.com/sertasimmons. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: https://www.txs.uscourts.gov/page/bankruptcycourt Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER ssword can be obtained at: https://pacer.uscourts.gov/ NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN If you (i) vote to accept the Plan, (ii) are solicited to vote to accept or reject the Plan, but do not vote to either accept or

reject the Plan, and do not opt out of granting the releases set forth in the Plan, (iii) vote, or are deemed, to reject the Plan or

are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan, or (iv) were given notice of the opportunity to opt out of granting the releases con-tained in the Plan but do not opt out, you shall be deemed to have consented to the releases contained in Section 10.6(b) of the Plan. The releases as presented in the Plan are provided below SECTION 10.5 INJUNCTION. Except as otherwise expressly provided in the Plan or for distributions required to be paid or delivered pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims

or Interests that have been released pursuant to Section 10.6(a) or Section 10.6(b), shall be discharged pursuant to Section 10.3 of the Plan, or are subject to exculpation pursuant to Section 10.7, and all Subcontractors and all other parties in interest are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties, and/or the Exculpated Parties (to the extent of the exculpation provided pursuant to Section 10.7 with respect to the Exculpated Parties): (i) commencing or continuing in any manner any action on other proceeding of any kind on account of or in connec tion with or with respect to any such Claims or Interests (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or orde against such Entities on account of or in connection with or with respect to any such Claims or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estate of such Entities on account of or in connection with or with respect to any such Claims or Interests; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection vith or with respect to any such Claims or Interests unles (x) such Entity has timely asserted such setoff right either in Filed Proof of Claim, or in another document Filed with the Bankruptcy Court explicitly preserving such setoff or that

to preserve any right of setoff pursuant to applicable law or

otherwise or (y) such right to setoff arises under a postpeti-tion agreement with the Debtors or an Executory Contract

Date; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or nterests released, settled, and/or treated, entitled to a distribution, or cancelled pursuant to the Plan or otherwise Disallowed; provided that such persons who have hold, or may hold Claims against, or Interests in, a Debtor from exercising their rights and remedies, or obtaining the benefits, solely pursuant to and consistent with the terms of the Plan.

may commence or pursue a Claim or Cause of Action of kind against any Released Party or Exculpated Party that arose or arises from, in whole or in part, the Chapter transactions, ownership, or operation of the Debtors, Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, and any and all related agreements. instruments, and/or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission transaction, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a claim of willful misconduct, fraud or gross negligence against a Released Party or Exculpated Party and (ii) specifically authorizing such Entity or Person to bring such Claim or Cause of Action against any such Released Party or Exculpated Party. The Bankruptcy Court shall have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Section 11.1, shall have jurisdiction to adjudicate the underlying colorable Claim or . Cause of Action.

Cause of Action.

SECTION 10.6(a) <u>RELEASES BY THE DEBTORS.</u>

Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, pursuant to section 1123(b). of the Bankruptcy Code, for good and valuable consider-ation, the adequacy of which is hereby confirmed, including the obligations of the Debtors under the Plan and the conment the Plan, except as otherwise provided in the Plan or in the Confirmation Order, on and after the Effective Date, the Released Parties are deemed conclusively, absolutely unconditionally and irrevocably, released and discharged by the Debtors, the Reorganized Debtors, and the Estates from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies. and liabilities whatso able on behalf of the Debtors, whether known or unknown law, equity, or otherwise, that the Debtors, the Reorganized Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the nurchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which include ance of doubt, all claims and Causes of Action asserted or the Convertible Notes Agreements, the Miner Equipment Contracts, any and all agreements relating to M&M Liens. the formulation, preparation, dissemination, solicita-tion, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements. the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the with regard to Allowed M&M Lien Secured Claims, satisfaction DIP Facility, the Terminated RSA, the RSA, the Chapter 11 of the applicable M&M Lien Takeback Debt, the Debtors or Plan or Confirmation Order, including the issuance or dis-tribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(a) of the Plan (i) shall only be applicable to the maximum extent permitted by law; (ii) shall not be con-strued as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judi-cially determined by a Final Order to have constituted actual fraud (*provided* that actual fraud shall not exempt from the scope of these Debtor releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any Released Party from Claims or Causes of Action held by the Debtors arising from an act or omission that is determined by a Final Order or by a federal government agency to have constituted a violation of any federal securities laws or (c) releasing any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the SECTION 10.6(b) RELEASES BY HOLDERS OF CLAIMS

AND INTERESTS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, except as otherwise provided in the Plan or in the Confirmation Order, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released, and discharged the Debtors, the Reorganized Debtors, and the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatso-ever, including any derivative Claims or Causes of Action rted or that may be asserted on behalf of the Debtors or their Estates, that such Entity would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest. whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner quipment Lender Agreements, the Mortgage Agreements the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemina-tion, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any trans

action, contract, instrument, document, or other agreement

contemplated by the Plan or the reliance by any Released

Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with

the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes

Documents, the New Secured Notes Documents, the

Miner Equipment Lender Debt Documents, the Exit Facility Offering, the Backstop Commitment Letter, the Initial DIP RSA, the Chapter 11 Cases, the pursuit of confirmation and mentation of the Plan or Confirmation Order, including the ssuance or distribution of securities pursuant to the Plan (including but not limited to the New Common Interests) or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(b) of the Plan (i) shall only be applicable to the maximum extent permitted Released Party from Claims or Causes of Action arising from Order to have constituted actual fraud (provided that actual releases any Claims or Causes of Action arising under sec erning fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, or (b) releasing any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those SECTION 10.7 EXCULPATION. Except as otherwise spe

cifically provided in the Plan, no Exculpated Party shall incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out, in whole or in part, from the Petition Date through the Effective Date, of the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors, the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, and related agreements, instruments, or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry , or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan. the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other related agreement, except for Claims or Causes of Action arising from an act or omission that is judicially determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects, such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities. The Exculpated Parties have. and upon completion of the Plan, shall be deemed to have, narticinated in good faith and in compliance with all appliconsideration pursuant to the Plan and, therefore, are not. any time for the violation of any applicable law, rule, or regtions of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, the exculpations set forth in Section 10.7 of the Plan ted by law; and (ii) shall not be construed as (a) exculpating ing from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (*provided* that actual fraud shall not exempt from the scope of these excultions 544 or 548 of the Bankruptcy Code or state laws govveyances), willful misconduct, or gross negligence, or (b) or Entity under the Plan, any Restructuring Transaction, or document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the

#### ertificates evidencing debt of the Debtors and Existing Commo Interests will be cancelled and obligations of the Debtors there

SECTION 5.17 CANCELLATION OF LIENS.

under will be discharged and of no further force or effect, except for the purpose of allowing the applicable agents and trustees to receive distributions from the Debtors under the Plan and to make any further distributions to the applicable Holders or account of their Allowed Claims and Interests (b) After the Effective Date and following (i) the distributions to Holders on account of Allowed Convertible Notes Secured Claims and Allowed Miner Equipment Lender Secured Claims and/or (ii)

(a) Except as otherwise specifically provided in the Plan, including sections 4.4 and 4.6 of the Plan, all notes, instruments,

Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the discretion, take any action necessary to terminate, cancel, extinguish, and/or evidence the release of any and all mortgages deeds of trust. Liens, pledges, and other security interests with respect to the Convertible Notes Secured Claims, Miner Equipment Lender Secured Claims, and M&M Lien Secured Claims, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release any mortgages, deeds of trust, Liens, pledges, and other security interests held by the Holders of the M&M Lien Secured Claims. Miner Equipment Lender Secured Claims, the Notes Agent, and/ or Convertible Noteholders, including, without limitation, UCC-3 termination statements Relevant Definitions Related to Release cculpation Provisions:
"Exculpated Parties" means each of the following in their capacity as such and, in each case, to the maximum extent per

mitted by law: (i) the Debtors; and (ii) Equity Committee and its embers, each solely in their capacity as such.
"Related Parties" means with respect to a Person, that

Person's current and former Affiliates, and such Person's and its current and former Affiliates' current and former directors, managers, officers, equity holders (regardless of whether such

nterests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers principals, members, employees, agents, fiduciaries, trustees advisory board members, financial advisors, partners, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors investment bankers, consultants, representatives, and other professionals, and such Person's respective heirs, executors estates, and nominees, each in their capacity as such, and any and all other Persons or Entities that may purport to assert any Cause of Action derivatively, by or through the foregoing entities. "Released Parties" means, collectively: (i) the Debtors: (ii) the Reorganized Debtors; (iii) the Equity Committee and its members that are party to the RSA, solely in their capacities as such; (iv) the Backstop Parties; (v) the Settling Miner Equipment

Lenders: (vi) Brown Corporation: (vii) Holliwood LLC: (viii) the Ad Hoc Noteholder Group; (ix) the Consenting Creditors; (x) the Exit Lenders: (xi) the Notes Agent, solely in its capacity as such; and xii) with respect to each of the foregoing Persons in clauses (i) through (xi), all Related Parties. Notwithstanding the forego-Person that opts out of the releases set forth in section 10.6(b) of the Plan shall not be deemed a Released Party thereder.

"Releasing Parties" means collectively, and in each case solely in their capacity as such, (i) the Debtors; (ii) the Reorganized Debtors; (iii) with respect to each of the forego-

ng Persons in clauses (i) through (ii), all Related Parties; (iv) the Released Parties; (v) the Holders of all Claims or Interests that vote to accept the Plan; (vi) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth herein; (vii) the Holders of all Claims or Interests that vote, or are deemed, to reject the Plan

or that are presumed to accept the Plan but do not opt out of granting the releases set forth herein; and (viii) the Holders of all Claims and Interests and all Other Beneficial Owners that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS

YOUR RIGHTS MIGHT BE AFFECTED.

Notice of Assumption and Rejection of Executory Contracts and Unexpired Leases of Debtors and Related Procedures

1. Please take notice that, in accordance with Article VIII of the Plan and sections 365 and 1123 of the Bankruptcy Code as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 8.5 of the Plan, all Executory Contracts and Unexpired

Leases to which any of the Debtors are parties shall be deemed

assumed, unless such contract or lease (i) was previously

assumed or rejected by the Debtors, pursuant to Final Order of the Bankruptcy Court. (ii) previously expired or terminated pur (iii) is the subject of a motion to reject Filed by the Debtors on or before the Confirmation Date, or (iv) is specifically designated as a contract or lease to be rejected on the Schedule of Rejected section 8.1(a) of the Plan. (ii) resolution of any disputes in accor-Contracts or Unexpired Leases subject to such disputes, and (iii) Order by the Bankruptcy Court shall constitute approval of the assumptions or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each and assigned pursuant to the Plan shall vest in and be fully enforceable by the applicable Reorganized Debtor or assignee in accordance with its terms, except as modified by any provision providing for its assumption or assumption and assignment, or

2. The Plan provides that to the maximum extent permitted or Unexpired Lease assumed pursuant to the Plan restricts of deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. 3. Section 8.2 of the Plan stipulates that the Debtors shall

file, as part of the Plan Supplement, the Schedule of Rejected

Contracts and the Schedule of Assumed Contracts. Plan further provides that prior to the Combined Hearing, the Debtors shall serve a notice on parties to Executory Contracts or Unexpired Leases to be assumed, assumed and assigned, or rejected reflecting the Debtors' intention to potentially assume assume and assign, or reject the contract or lease in connection with the Plan and, where applicable, setting forth the proposed Cure Amount (if any). If a counterparty to any Executory Contract applicable, intend to assume or assume and assign is not listed on such a notice, the proposed Cure amount for such Executory Contract or Unexpired Lease shall be deemed to be Zero Dollars Any objection by a counterparty to an Executory Contract or Unexpired Lease to the proposed assumption assumption and assignment, or related Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the assumption notice, o such shorter period as agreed to by the parties or authorized

by the Bankruptcy Court. If there is an Assumption Dispute pertaining to assumption of an Executory Contract or Unexpired Lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court prior to such assumption being effective; *provided* that the Debtors or the Reorganized Debtors, as applicable, may, with the consent of the Requisite Consenting Creditors, settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action, order, or approval of the Bankruptcy 4. Section 8.2 of the Plan further provides that—any

counterparty to an Executory Contract or Unexpired Lease that does not timely object to the notice of the proposed assumption of such Executory Contract or Unexpired Lease shall be deemed to have assented to assumption of the applicable Executory Contract or Unexpired Lease notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify, or permit the termination or modification of, a contract or lease as a result of any direct or indirect transfer or assignment of the rights of any Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Plan; (iii) increase, accelerate, or otherwise alter any obligations or liabilities of any Debtor or any Reorganized Debtor, as applicable, under such Executory Contract or Unexpired Lease; or (iv) create or impose a Lien upon any property or Asset of any Debtor or any Reorganized Debtor to the assumption of such Executory Contract or Unexpired ease pursuant to the Plan and counterparties to assumed Executory Contracts or Unexpired Leases that fail to object to the Section 8.2(a) of the Plan, shall forever be barred and enioined from objecting to the proposed assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assurance of future performance) or taking actions prohibited by the foregoing or the Bankruptcy ode on account of transactions contemplated by the Plan. 5. Section 8.3 of the Plan provides that unless otherwise

with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be Filed with the Bankruptcy Court by the later of thirty (30) days from (i) the such rejection, (ii) the effective date of the rejection of such Date. Any Claims arising from the rejection of an Executory be Disallowed pursuant to the Confirmation Order or such other order of the Bankruptcy Court, as applicable, forever barred from assertion, and shall not be enforceable against as applicable, the Debtors, the Estates, the Reorganized Debtors, or property of the foregoing parties, without the need for any objection by the Debtors or the Reorganized Debtors, as applicable, or further notice to, or action, order or approval of the Bankruptcy Court or any other Entity and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied released, and discharged, notwithstanding anything in the Schedules, if any, or a Proof of Claim to the contrary.
UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

Plan Supplement. The Debtors will file and serve any sup plement to the Plan on or before December 8, 2023. Notice of Procedures with Respect to Reinstated Claims

1. Please take notice that, in accordance with Article IV of the Plan and section 1124 of the Bankruptcy Code, as of and subject

to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 7.11 of the Plan

all Other Secured Claims in Class 4 shall be Reinstated. Subject to (i) satisfaction of the conditions set forth in section 7.11 of the Plan, (ii) resolution of any disputes in accordance with section 7.11 of the Plan with respect to the Cure Amounts subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall authorize Reinstatement of the Other Secured Claims in Class 4 pursuant to section 1124 of the Bankruptcy Code 2. Section 7.11 of the Plan stipulates least ten (10) days before the deadline to object to Confirmation of the Plan, the Debtors shall serve a notice on Holders of Other Secured Claims in Class 4 setting forth the proposed Cure Amount (if any) necessary to

Reinstate such Claims. Any objection by a Holder of an Other Secured Claim in Class 4 to the proposed Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the notice of proposed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. Any Holder of an Other Secured Claim in Class 4 that does not timely object to the notice of the proposed Cure Amount shall be deemed to have assented to the Reinstatement of its Claim and the proposed Cure Amoun listed therein and shall be shall forever be barred and enjoined from objecting to the Reinstatement of its Claim on the grounds that sections 1124(2)(A), (C), or (D) of the Bankruptcy Code have not been satisfied 3. Section 7.11 of the Plan further provides that to the extent there is a dispute relating to the Cure Amount, the Debtors may Reinstate the applicable Other Secured Claim prior to the resolution of the Cure Amount dispute; provided that the Debtors or the Reorganized Debtors, as applicable, reserve Cash in an

amount sufficient to pay the full amount reasonably asserted as the required Cure Amount by the Holder of the applicable Other Secured Claim (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such Holder and the applicable Reorganized Debtor). Subject to resolution of any dispute regarding any Cure Amount, all Cure Amounts shall be satisfied on the Effective Date, or otherwise as soon as practicable thereafter, by the Debtors or Reorganized Debtors, as the case may be UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

QUESTIONS: If you have questions about this Combined learing Notice, please contact Stretto through (i) e-mail at

CoreScientificInquiries@stretto.com. (ii) by writing to Core

Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.), or (iv) visiting https://cases.stretto.com/ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific,

Inc. (3837); Core Scientific Acquired Mining LLC (6074); Core Scientific Operating Company (5526); Radar Relay, Inc. (0496) Core Scientific Specialty Mining (Oklahoma) LLC (4327); American Property Acquisition, LLC (0825); Starboard Capital LLC (6677): RADAR LLC (5106): American Property Acquisitions LLC (9717); and American Property Acquisitions VII LLC (3198). The Debtors' corporate headquarters is 210 Barton Springs Road, Suite 300, Austin, Texas 78704. The Debtors' service address is 2407 S. Congress Ave, Suite E-101. Austin. Texas

All capitalized terms used but not defined herein have the meanings ascribed to them in the Plan, attached as <u>Exhibit A</u> to the Disclosure Statement.

Exhibit F

Muskogee Phoenix Affidavit of Publication

# AFFIDAVIT OF PUBLICATION

County of Muskogee, State of Oklahoma

The Muskogee Phoenix

214 Wall St Muskogee, Ok, 74402 918-684-2858 CASE:

I, Kristina Hight, of lawful age, being duly sworn upon oath, deposes and says that I am the Classified Advisor of The Muskogee Phoenix, a daily/weekly publication that is a "legal newspaper" as that phrase is defined in 25 O.S. § 106, as amended to date, for the City of Muskogee, for the County of Muskogee, in the State of Oklahoma. The attachment hereto contains a true and correct copy of what was published in the regular edition of said newspaper, and not in a supplement, in consecutive issues on the following dates:

**PUBLICATIONS: NOVEMBER 22, 2023** 

Kristina Hight

Signed and sworn to before me On this 22 day of Nov., 2023.

Julia McWethy, Notary Public My Commission expires: 10-17-2025

Commission # 17009583

(SEAL)

JULIA MCWETHY
Notesay Public in and for the
State of Oldshome
Commission #17009583
My Commission expires 10/17/2025

§ Chapter 11 CORE SCIENTIFIC, INC., et al., § Case No. 22-90341 (CML) Debtors1

§ (Jointly Administered) NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND VOTING PROCEDURES AND (B) NOTICE PROCEDURES FOR THE ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (III) COMBINED HEARING TO CONSIDER FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN; AND (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR FINAL APPROVAL OF DISCLOSURE STATEMENT **AND CONFIRMATION OF PLAN** 

TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF: **Debtor. Case Number:** Core Scientific Mining LLC. 22-90340 Core Scientific, Inc., 22-90341; Core Scientific Acquired Mining LLC, 22-90342; Core Scientific Operating Company, 22-90343; Radar Relay, Inc., 22-90344; Core Scientific Specialty Mining (Oklahoma) LLC, 22-90345; American Property Acquisition, LLC, 22-90346; Starboard Capital LLC, 22-90347; RADAR LLC, 22-90348; American Property Acquisitions I, LLC, 22-90349; American Property Acquisitions VII, LLC, 22-90350

PLEASE TAKE NOTICE OF THE FOLLOWING: 1. Conditional Approval of Disclosure Statement. On November 14, 2023 the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") held a hearing (the "Conditional Disclosure Statement Hearing") at which it conditionally approved the Disclosure Statemen for Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1439) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Disclosure Statement") of Core Scientific, Inc. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the 'Debtors"), and thereafter entered an order (the "Disclosure Statement Order") with respect thereto. The Disclosure Statement Order, among other things, authorizes the Debtors to solicit votes to accept the Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1438) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the

2. Combined Hearing. A hearing to consider confirmation of the Plan and final approval of the Disclosure Statement (the "Combined Hearing") has been scheduled for December 22, 2023 at 10:00 a.m. (Prevailing Central Time), before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, in the Bankruptcy Court. The Combined Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors, with the consent of the Requisite Consenting Creditors, without further notice other than by a Bankruptcy Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Combined Hearing.

3. Voting Record Date. Holders of Claims or Interests in Class 1 (April Convertible Notes Secured Claims), Class 2 (August Convertible Notes Secured Claims), Class 3 (Miner Equipment ender Secured Claims), Class 5 (M&M Lien Secured Claims), Class 6 (Secured Mortgage Claims), Class 8 (General Unsecured Claims), Class 11 (Section 510(b) Claims), and Class 12 (Existing Common Interests), who are otherwise eligible to vote shall be entitled to vote to accept or reject the Plan as of **November 9.** 2023 (the "Voting Record Date").

4. Voting Deadline. If you received a Solicitation Package including a Ballot, and intend to vote on the Plan, you must: (i) follow the instructions carefully; (ii) complete all of the required information on the Ballot; and (iii) execute and return your completed Ballot according to and as set forth in detail in the voting instructions on your Ballot so that it is actually received by the Debtors' solicitation and voting agent, Stretto, Inc. ("Stretto" or the "Voting Agent") on or before December 13 2023 at 5:00 p.m. (Prevailing Central Time) (the "Voting Deadline"). ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND YOUR VOTE.

5. Parties in Interest Not Entitled to Vote. Claims or Interests in Class 4 (Other Secured Claims), Class 7 (Priority Non-Tax Claims), Class 10 (Intercompany Claims), and Class 11 (Intercompany Interests) are not entitled to vote on the Plan and will not receive a Ballot. If any creditor seeks to challenge the Allowed amount of its Claim for voting purposes, such creditor must file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be filed with the Court not later than 5:00 p.m. (Prevailing Central Time) on December 8, 2023. Upon the filing of any such Rule 3018(a) Motion, such creditor's Ballot shall be counted in accordance with the guidelines provided in the Solicitation and Voting Procedures attached as Exhibit 2 to the Disclosure Statement Order, unless temporarily Allowed in a different amount by an order of the Court entered prior to or concurrent with entry of an order confirming the Plan.

6. Objections to Confirmation. The deadline to object or respond to confirmation of the Plan or final approval of the Disclosure Statement is December 15, 2023 at 5:00 p.m. (Prevailing Central Time) (the "Objection Deadline")

7. Form and Manner of Objections to Confirmation.
Objections and responses, if any, to confirmation of the Plan or final approval of the Disclosure Statement, must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, and any order of the Court; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors' estates or property; (iv) provide the basis for the objection and the specific grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed with the Bankruptcy Court (with proof of service) via FCF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office, United States Courthouse, 515 Rusk Avenue, Courtroom 401, 4th Floor, Houston, Texas 77002, so as to be actually received no later than the Objection Deadline.

8. IF AN OBJECTION TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT IS NOT THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING.

9. Additional Information. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other solicitation materials should contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.). Interested parties may also review the Disclosure Statement and the Plan free of charge at https:// dm.epiq11.com/sertasimmons. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: https://www.txs.uscourts.gov/page/bankruptcycourt. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: https://pacer.uscourts.gov/

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND

INJUNCTION PROVISIONS IN PLAN If you (i) vote to accept the Plan, (ii) are solicited to vote to accept or reject the Plan, but do not vote to either accept or reject the Plan, and do not opt out of granting the releases set forth in the Plan, (iii) vote, or are deemed, to reject the Plan or are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan, or (iv) were given notice of the opportunity to opt out of granting the releases contained in the Plan but do not opt out, you shall be deemed to have consented to the releases contained in Section 10.6(b) of the Plan. The releases as presented in the Plan are pro vided below:

SECTION 10.5 INJUNCTION. Except as otherwise expressly provided in the Plan or for distributions required to be paid or delivered pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to Section 10.6(a) or Section 10.6(b), shall be discharged pursuant to Section 10.3 of the Plan, or are subject to exculpation pursuant to Section 10.7, and all Subcontractors and all other parties in interest are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties, and/or the Exculpated Parties (to the extent of the exculpation provided pursuant to Section 10.7 with respect to the Exculpated Parties): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests: (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless (x) such Entity has timely asserted such setoff right either in a Filed Proof of Claim, or in another document Filed with the Bankruptcy Court explicitly preserving such setoff or that otherwise indicates that such entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise or (y) such right to setoff arises under a postpeti-

tion agreement with the Debtors or an Executory Contract Documents, the New Secured Notes Documents, the

that has been assumed by the Debtors as of the Effective | Contingent Payment Obligations Documents, the New | assumed or rejected by the Debtors, pursuant to Final Order of Date; and (v) commencing or continuing in any manner | Miner Equipment Lender Debt Documents, the Exit Facility | the Bankruptcy Court, (ii) previously expired or terminated purany action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released, settled, and/or treated, entitled to a distribution, or cancelled pursuant to the Plan or otherwise Disallowed: provided that such persons who have held. hold, or may hold Claims against, or Interests in, a Debtor, a Reorganized Debtor, or an Estate shall not be precluded from exercising their rights and remedies, or obtaining the benefits, solely pursuant to and consistent with the terms of the Plan.

Subject in all respects to Section 11.1, no entity or person may commence or pursue a Claim or Cause of Action of any kind against any Released Party or Exculpated Party that arose or arises from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, Agreements, the General Contracts, any and all agreements relating to M&M Liens, and any and all related agreements, instruments, and/or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements. the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Obligations Documents, the New Miner Equipment Lender Reorganized Debtors, the DIP Facility, the Convertible Notes Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the all agreements relating to M&M Liens, and related agree-DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a claim of willful misconduct, fraud or gross negligence against a Released Party or Exculpated Party and (ii) specifically authorizing such Entity or Person to bring such Claim or Cause of Action against any such Released Party or Exculpated Party. The Bankruptcy Court shall have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Section 11.1, shall have jurisdiction to adjudicate the underlying colorable Claim or Cause of Action.

SECTION 10.6(a) RELEASES BY THE DEBTORS.

Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, except as otherwise provided in the Plan or in the Confirmation Order, on and after the Effective Date, the Released Parties are deemed conclusively, absolutely, unconditionally and irrevocably, released and discharged by the Debtors, the Reorganized Debtors, and the Estates from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Reorganized Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Chapter 1 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicita-tion, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment account of their Allowed Claims and Interests. Obligations Documents, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Reorganized Debtors, at their expense, may, in their sole Plan or Confirmation Order, including the issuance or distion of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(a) of the Plan (i) shall only be applicable to the maximum extent permitted by law; (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these Debtor releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any Released Party from Claims or Causes of Action held by the Debtors arising from an act or omission that is determined by a Final Order or by a federal government agency to have constituted a violation of any federal securities laws or (c) releasing any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or any document, instrument, or agreement (including those set

forth in the Plan Supplement) executed to implement the SECTION 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, except as otherwise provided in the Plan or in the Confirmation Order, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released, and discharged the Debtors, the Reorganized Debtors, and the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtors or their Estates, that such Entity would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements. the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemina tion, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any trans action. contract. instrument. document. or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with

Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests) or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(b) of the Plan (i) shall only be applicable to the maximum extent permitted by law; and (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these third-party releases any Claims or Causes of Action arising under sec tions 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or con veyances), willful misconduct, or gross negligence, or (b) releasing any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

SECTION 10.7 EXCULPATION. Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out, in whole or in part, from the Petition Date through the Effective Date, of the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Agreements, the Miner Equipment Lender Agreements the Mortgage Agreements, the General Contracts, any and ments, instruments, or other documents, the formulation preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the New Miner Equipment Lender Debt **Documents, the Exit Facility Documents, the New Warrants** Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other related agreement, except for Claims or Causes of Action arising from an act or omission that is judicially determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in contract or lease as a result of any direct or indirect transfer all respects, such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities. The Exculpated Parties have. and upon completion of the Plan, shall be deemed to have, participated in good faith and in compliance with all appli-cable laws with regard to the solicitation and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejec tions of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, the exculpations set forth in Section 10.7 of the Plan (i) shall only be applicable to the maximum extent permitted by law; and (ii) shall not be construed as (a) exculpating any Exculpated Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these excul pations any Claims or Causes of Action arising under sec tions 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, or (b) exculpating any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the

SECTION 5.17 CANCELLATION OF LIENS.

(a) Except as otherwise specifically provided in the Plan, ncluding sections 4.4 and 4.6 of the Plan, all notes, instruments certificates evidencing debt of the Debtors and Existing Common Interests will be cancelled and obligations of the Debtors therethe Plan or Confirmation Order in lieu of such legal opinion) under will be discharged and of no further force or effect, except created or entered into in connection with the Plan, the Plan for the purpose of allowing the applicable agents and trustees to receive distributions from the Debtors under the Plan and to

(b) After the Effective Date and following (i) the distributions to Holders on account of Allowed Convertible Notes Secured Claims and Allowed Miner Equipment Lender Secured Claims and/or (ii) with regard to Allowed M&M Lien Secured Claims, satisfaction of the applicable M&M Lien Takeback Debt, the Debtors or the Plan, the administration and implementation of the discretion, take any action necessary to terminate, cancel, extinguish, and/or evidence the release of any and all mortgages, tribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribu-Equipment Lender Secured Claims, and M&M Lien Secured Claims, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release any mortgages, deeds of trust, Liens, pledges, and other security interests held by the Holders of the M&M Lien Secured Claims Miner Equipment Lender Secured Claims, the Notes Agent, and/ or Convertible Noteholders, including, without limitation, UCC-3

termination statements. Relevant Definitions Related to Release and

**Exculpation Provisions:** "Exculpated Parties" means each of the following in their canacity as such and in each case to the maximum extent permitted by law: (i) the Debtors; and (ii) Equity Committee and its

embers, each solely in their capacity as such "Related Parties" means with respect to a Person, that Person's current and former Affiliates, and such Person's and its current and former Affiliates' current and former directors managers, officers, equity holders (regardless of whether such nterests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers principals, members, employees, agents, fiduciaries, trustees advisory board members, financial advisors, partners, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, representatives, and other professionals, and such Person's respective heirs, executors estates, and nominees, each in their capacity as such, and any and all other Persons or Entities that may purport to assert any Cause of Action derivatively, by or through the foregoing entities.

"Released Parties" means, collectively: (i) the Debtors (ii) the Reorganized Debtors; (iii) the Equity Committee and its members that are party to the RSA, solely in their capacities as such; (iv) the Backstop Parties; (v) the Settling Miner Equipment Lenders: (vi) Brown Corporation: (vii) Holliwood LLC: (viii) the Ad Hoc Noteholder Group; (ix) the Consenting Creditors; (x) the Exit Lenders; (xi) the Notes Agent, solely in its capacity as such; and (xii) with respect to each of the foregoing Persons in clauses (i) through (xi), all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in section 10.6(b) of the Plan shall not be deemed a Released Party there

"Releasing Parties" means collectively, and in each case solely in their capacity as such, (i) the Debtors; (ii) the Reorganized Debtors: (iii) with respect to each of the forego ing Persons in clauses (i) through (ii), all Related Parties; (iv) the Released Parties; (v) the Holders of all Claims or Interests that vote to accept the Plan: (vi) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth herein; (vii) the Holders of all Claims or Interests that vote, or are deemed, to reject the Plan or that are presumed to accept the Plan but do not opt out of granting the releases set forth herein; and (viii) the Holders of all Claims and Interests and all Other Beneficial Owners that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out.

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Notice of Assumption and Rejection of Executory Contracts

and Unexpired Leases of Debtors and Related Procedures 1. Please take notice that, in accordance with Article VIII of the Plan and sections 365 and 1123 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 8.5 of the Plan, all Executory Contracts and Unexpired  $\,$ the Plan, the Plan Supplement, the Disclosure Statement, Leases to which any of the Debtors are parties shall be deemed assumed, unless such contract or lease (i) was previously

suant to its own terms or by agreement of the parties thereto (iii) is the subject of a motion to reject Filed by the Debtors on or before the Confirmation Date, or (iv) is specifically designated as a contract or lease to be rejected on the Schedule of Rejected Contracts. Subject to (i) satisfaction of the conditions set forth in section 8.1(a) of the Plan, (ii) resolution of any disputes in accordance with section 8.2 of the Plan with respect to the Executor Contracts or Unexpired Leases subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each Executory Contract and Unexpired Lease assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the applicable Reorganized Debtor or assignee in accordance with its terms, except as modified by any provision of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption or assumption and assignment, or applicable law.

2. The Plan provides that to the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto.

3. Section 8.2 of the Plan stipulates that the Debtors shall file, as part of the Plan Supplement, the Schedule of Rejected Contracts and the Schedule of Assumed Contracts. Plan further provides that prior to the Combined Hearing, the Debtors shall serve a notice on parties to Executory Contracts or Unexpired Leases to be assumed, assumed and assigned, or rejected reflecting the Debtors' intention to potentially assume assume and assign, or reject the contract or lease in connection with the Plan and, where applicable, setting forth the proposed Cure Amount (if any). If a counterparty to any Executory Contract or Unexpired Lease that the Debtors or Reorganized Debtors, as applicable, intend to assume or assume and assign is not listed on such a notice, the proposed Cure amount for such Executory Contract or Unexpired Lease shall be deemed to be Zero Dollars (\$0). Any objection by a counterparty to an Executory Contract or Unexpired Lease to the proposed assumption assumption and assignment, or related Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. If there is an Assumption Dispute pertaining to assumption of an Executory Contract or Unexpired Lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court prior to such assumption being effective; provided that the Debtors or the Reorganized Debtors, as applicable, may, with the consent of the Requisite Consenting Creditors, settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

4. Section 8.2 of the Plan further provides that-any counterparty to an Executory Contract or Unexpired Lease that does not timely object to the notice of the proposed assumption of such Executory Contract or Unexpired Lease shall be deemed to have assented to assumption of the applicable Executory Contract or Unexpired Lease notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify, or permit the termination or modification of, a or assignment of the rights of any Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Plan: (iii) increase, accelerate or otherwise alter any obligations or liabilities of any Debtor or any Reorganized Debtor, as applicable, under such Executory Contract or Unexpired Lease; or (iv) create or impose a Lien upor any property or Asset of any Debtor or any Reorganized Debtor as applicable. Each such provision shall be deemed to not apply to the assumption of such Executory Contract or Unexpired Lease pursuant to the Plan and counterparties to assumed Executory Contracts or Unexpired Leases that fail to object to the proposed assumption in accordance with the terms set forth in Section 8.2(a) of the Plan, shall forever be barred and enjoined from objecting to the proposed assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assurance of future performance) or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the Plan.

5. Section 8.3 of the Plan provides that unless otherwise provided by an order of the Bankruptcy Court, Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be Filed with the Bankruptcy Court by the later of thirty (30) days from (i) the date of entry of an order of the Bankruptcy Court approving such rejection, (ii) the effective date of the rejection of such Executory Contract or Unexpired Lease, and (iii) the Effective Date. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time shal be Disallowed pursuant to the Confirmation Order or such other order of the Bankruptcy Court, as applicable, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Estates, the Reorganized Debtors, or property of the foregoing parties, without the need for any objection by the Debtors or the Reorganized Debtors, as applicable, or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, released, and discharged, notwithstanding anything in the Schedules, if any, or a Proof of Claim to the contrary

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT

MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT. 6. Plan Supplement. The Debtors will file and serve any sup

plement to the Plan on or before **December 8.2023**. Notice of Procedures with Respect to Reinstated Claims

1. Please take notice that, in accordance with Article IV of the Plan and section 1124 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 7.11 of the Plan all Other Secured Claims in Class 4 shall be Reinstated. Subject to (i) satisfaction of the conditions set forth in section 7.11 of the Plan, (ii) resolution of any disputes in accordance with section 7.11 of the Plan with respect to the Cure Amounts subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall authorize Reinstatement of the Other Secured Claims in Class 4 pursuant

to section 1124 of the Bankruptcy Code. 2. Section 7.11 of the Plan stipulates least ten (10) days before the deadline to object to Confirmation of the Plan, the Debtors shall serve a notice on Holders of Other Secured Claims in Class 4 setting forth the proposed Cure Amount (if any) necessary to Reinstate such Claims. Any objection by a Holder of an Other Secured Claim in Class 4 to the proposed Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the notice of proposed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. Any Holder of an Other Secured Claim in Class 4 that does not timely object to the notice of the proposed Cure Amount shall be deemed to have assented to the Reinstatement of its Claim and the proposed Cure Amount listed therein and shall be shall forever be barred and enjoined from objecting to the Reinstatement of its Claim on the grounds that sections 1124(2)(A), (C), or (D) of the Bankruptcy Code have not been satisfied.

3. Section 7.11 of the Plan further provides that to the extent there is a dispute relating to the Cure Amount, the Debtors may Reinstate the applicable Other Secured Claim prior to the reso lution of the Cure Amount dispute; provided that the Debtors or the Reorganized Debtors, as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure Amount by the Holder of the applicable Other Secured Claim (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such Holder and the applicable Reorganized Debtor). Subject to resolution of any dispute regarding any Cure Amount, all Cure Amounts shall be satisfied on the Effective Date, or otherwise as soon as practicable thereafter, by the Debtors or Reorganized Debtors, as the case may be.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE. IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

QUESTIONS: If you have questions about this Combined Hearing Notice, please contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c'o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.), or (iv) visiting https://cases.stretto.com

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971): Core Scientific Inc. (3837); Core Scientific Acquired Mining LLC (6074); Core Scientific Operating Company (5526); Radar Relay, Inc. (0496) Core Scientific Specialty Mining (Oklahoma) LLC (4327) American Property Acquisition, LLC (0825); Starboard Capital LLC (6677): RADAR LLC (5106): American Property Acquisitions , LLC (9717); and American Property Acquisitions VII LLC (3198) The Debtors' corporate headquarters is 210 Barton Springs Road, Suite 300, Austin, Texas 78704. The Debtors' service address is 2407 S. Congress Ave, Suite E-101, Austin, Texas 78704

All capitalized terms used but not defined herein have the meanings ascribed to them in the Plan, attached as Exhibit A to the Disclosure Statement.

# **Exhibit G**

Odessa American Affidavit of Publication



## **Affidavit of Publication**

## MILLER ADVERTISING AGENCY

RB 170033

### THE STATE OF TEXAS COUNTY OF ECTOR

Before me, the undersigned, a Notary Public in and for said County, State of Texas, on this day personally appeared <u>CATHY LONG</u> to me well known, and who, after being by me duly sworn and says that she is the **LEGAL CLERK** of the **ODESSA AMERICAN**, a newspaper published in Ector County, Texas AND electronically on <u>www.oaoa.com</u>; that a copy of the within and foregoing **LEGAL NOTICE** was published in said newspaper <u>1</u> time(s) and the publication dates being as follows, to wit:

On the2	25thday of	November	2023
On the	day of		2023
On the	day of		2023
On the	day of		2023
On the	day of		2023

And a newspaper copy of which is hereto attached.

Sworn to and subscribed before me this the \_\_\_\_\_day of \_\_\_\_\_

My Commission expires: 4-12-2026

Notary Public in and for Ector County, Texas

§ Chapter 11 CORE SCIENTIFIC, INC., et al., \$ Case No. 22-90341 (CML)

Debtors¹ \$ (Jointly Administered)

**NOTICE OF (I) CONDITIONAL APPROVAL OF** DISCLOSURE STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND VOTING PROCEDURES AND (B) NOTICE PROCEDURES FOR THE ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (III) COMBINED HEARING TO CONSIDER FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN: AND (IV) ESTABLISHING NOTICE AND OBJECTION

PROCEDURES FOR FINAL APPROVAL OF DISCLOSURI STATEMENT AND CONFIRMATION OF PLAN

TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF: Debtor, Case Number: Core Scientific Mining LLC, 22-90340 ; Core Scientific, Inc., 22-90341; Core Scientific Acquired Mining LLC, 22-90342; Core Scientific Operating Company, 22-90343; Radar Relay, Inc., 22-90344; Core Scientific Specialty Mining (Oklahoma) LLC, 22-90345; American Property Acquisition, LLC, 22-90346; Starboard Capital LLC, 22-90347; RADAR LLC, 22-90348; American Property Acquisitions I, LLC, 22-90349; American Property Acquisitions VII, LLC, 22-90350

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Conditional Approval of Disclosure Statement. On November 14, 2023 the United States Bankruptcy Court for Restructuring Transaction, contract, instrument, release, the Southern District of Texas (the "Bankruptcy Court") held a hearing (the "Conditional Disclosure Statement Hearing") opinion requested by any Entity regarding any transaction, at which it conditionally approved the Disclosure Statement contract, instrument, document, or other agreement at which it conditionally approved the *Disclosure Statement* contract, instrument, document, or other agreement of Action for any claim related to any act or omission in contemplated by the Plan or the reliance by any Released of Action for any claim related to any act or omission in the reliance by any Released of Action for any claim related to any act or omission in the reliance by any Released of Action for any claim related to any act or omission in the reliance by any Released of Action for any claim related to any act or omission in the reliance by any Released of Action for any claim related to any act or omission in the reliance by any Released of Action for any claim related to any act or omission in the reliance by any Released of Action for any claim related to any act or omission in the reliance by any Released of Action for any claim related to any act or omission in the reliance by any Released of Action for any claim related to any act or omission in the reliance by any Released of Action for any claim related to any act or omission in the reliance by any Released of Action for any claim related to any act or omission in the reliance by any Released of Action for any claim related to any act or omission in the reliance by any Released of Action for any claim related to any act or omission in the reliance by any Released of Action for any claim related to any act or omission in the reliance by any Released of Action for any claim related to any act or omission in the reliance by any Released of Action for any claim related to any act or omission in the reliance by any Released of Action for any claim related to any act or omission in the relation of Action for any claim related to any act or omission in the relation of the relat and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1439) (including any exhibits and schedules thereto and as legal opinion) created or entered into in connection with, relating to, or arising out, in whole or in part, from the Petition Date through the Effective Date, of No. 1439) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "**Disclosure** Statement") of Core Scientific, Inc. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the 'Debtors"), and thereafter entered an order (the "Disclosure **Statement Order**") with respect thereto. The Disclosure Statement Order, among other things, authorizes the Debtors to solicit votes to accept the *Third Amended Joint Chapter 11*Offering, the Backstop Commitment Letter, the Initial DIP General Contracts, any and all agreements relating to M&M to solicit votes to accept the *Third Amended Joint Chapter 11* Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on

2. *Combined Hearing*. A hearing to consider confirmation of the Plan and final approval of the Disclosure Statement the Plan (including, but not limited to, the New Common or other agreement or document (including any legal (the "Combined Hearing") has been scheduled for December Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, tion, contract, instrument, document, or other agreement in a green and other agreement. Honorable Christopher M. Lopez, United States Bankruptcy Judge, in the Bankruptcy Court. The Combined Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors, with the consent of the Requisite Consenting Creditors, without further notice other than by a Bankruptcy Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Combined Hearing.

3. Voting Record Date. Holders of Claims or Interests in Class 1 (April Convertible Notes Secured Claims), Class 2 (August Convertible Notes Secured Claims), Class 3 (Miner Equipment Lender Secured Claims), Class 5 (M&M Lien ecured Claims), Class 6 (Secured Mortgage Claims), Class 8 (General Unsecured Claims), Class 11 (Section 510(b) Claims). and Class 12 (Existing Common Interests), who are otherwise eligible to vote shall be entitled to vote to accept or reject the Plan as of November 9, 2023 (the "Voting Record Date").

4. Voting Deadline. If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan, you must: (i) follow the instructions carefully; (ii) complete all of the required information on the Ballot; and (iii) execute and ment the Plan, except as otherwise provided in the Plan or respects, such Exculpated Parties shall be entitled to rearequired information on the Ballot; and (iii) execute and return your completed Ballot according to and as set forth in detail in the voting instructions on your Ballot so that it is actually received by the Debtors' solicitation and voting agent. Stretto, Inc. ("Stretto" or the "Voting Agent") on or before December 13 2023 at 5:00 p.m. (Prevailing Central Time) (the "Voting Deadline"). ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND YOUR VOTE.

Claims or Interests in Class 4 (Other Secured Claims), Class 7 (Priority Non-Tax Claims), Class 10 (Intercompany Claims), and Class 11 (Intercompany Interests) are not entitled to vote on the Plan and will not receive a Ballot. If any creditor seeks to challenge the Allowed amount of its Claim for voting purposes, such creditor must file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be filled with the Court not leter the 500 pm (Proposition Court not leter the 500 pm (Pr Court not later than 5:00 p.m. (Prevailing Central Time) on December 8, 2023. Upon the filing of any such Rule 3018(a) arce of doubt, all claims and Causes of Action asserted or Causes of Action arising under sections 544 or 548 of December 8, 2023. Upon the filing of any such Rule 3018(a) Motion, such creditor's Ballot shall be counted in accordance with the guidelines provided in the Solicitation and Voting Procedures attached as **Exhibit 2** to the Disclosure Statement Order, unless temporarily Allowed in a different amount by an Contracts, any and all agreements relating to M&M Liens, order of the Court entered prior to or concurrent with entry of an order confirming the Plan.

6. **Objections to Confirmation**. The deadline to object or respond to confirmation of the Plan or final approval of the Disclosure Statement is **December 15, 2023 at 5:00 p.m.** 

(Prevailing Central Time) (the "Objection Deadline").
7. Form and Manner of Objections to Confirmation. Objections and responses, if any, to confirmation of the Plan or final approval of the Disclosure Statement, must: Bankruptcy Local Rules, and any order of the Court; (iii) set forth the name of the objecting party and the nature and amount the Plan Settlements, the New Secured Convertible Notes the Plan and to make any further distributions to the applicable of Claims or Interests held or asserted by the objecting party | Documents, the New Secured Notes Documents, the | Holders on account of their Allowed Claims and Interests. inst the Debtors' estates or property provid designation to be believe of property, (iv) provide the beginning and the specific grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed with the Bankruptcy. Court (with proof of service) via ECF or by mailing to the Court (with proof of service) via ECF or by mailing to the DIP Facility, the Terminated RSA, the statisfaction of the applicable M&M Lien Takeback Debt, the ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT Court (with proof of service) via ECF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office, United States Courthouse, 515 Rusk Avenue, Courtroom 401, 4th Floor, Houston, Texas 77002, so as to be actually received no later than the Objection Deadline.

8. IF AN OBJECTION TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THEN THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING.

9. Additional Information. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other or or omission that is judicially determined by a Final Order to solicitation materials should contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core shall not exempt from the scope of these Debtor releases Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 any Claims or Causes of Action arising under sections 544 Exchange, Suite 100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 outside of the U.S.). Interested parties may also review the Disclosure Statement and the Plan free of charge at https:// dm.epiq11.com/sertasimmons. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: https://www.txs.uscourts.gov/page/bankruptcycourt. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: https://pacer.uscourts.gov/. NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND

INJUNCTION PROVISIONS IN PLAN

If you (i) vote to accept the Plan, (ii) are solicited to vote to accept or reject the Plan, but do not vote to either accept or reject the Plan, and do not opt out of granting the releases set forth in the Plan, (iii) vote, or are deemed, to reject the Plan or are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan. or (iv) were

INJUNCTION. SECTION 10.5 Except as otherwise expressly provided in the Plan or for distributions the Confirmation Order, all Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to Section 10.6(a) or Section 10.6(b), shall be discharged pursuant to Section 10.3 of the Plan, or are subject to exculpation pursuant to Section 10.7, and all Subcontractors and all other parties in interest are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties, and/or the Exculpated Parties (to the extent of Date, including any Claims or Causes of Action based on the exculpation provided pursuant to Section 10.7 with or relating to, or in any manner arising from, in whole or respect to the Exculpated Parties): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests: (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (iv) asserting any right of or filing of the Plan (including the Plan Supplement), the setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with ment (including any legal opinion requested by any Entity or with respect to any such Claims or Interests unless (x) such Entity has timely asserted such setoff right either a Filed Proof of Claim, or in another document Filed with

under a postpetition agreement with the Debtors or an

with the terms of the Plan.

the Plan Supplement), the Disclosure Statement, or any or other agreement or document (including any legal specifically provided in the Plan, no Exculpated Party the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes agement, transactions, ownership, or operation of the or Unexpired Leases to be assumed, assumed and assigned, or Documents, the New Secured Notes Documents, the Debtors, the purchase, sale or rescission of any security Contingent Payment Obligations Documents, the New of the Debtors or the Reorganized Debtors, the DIP Facility, Miner Equipment Lender Debt Documents, the Exit Facility | the Convertible Notes Agreements, the Miner Equipment | tion with the Plan and, where applicable, setting forth the pro-Loan Documents, the DIP Facility, the Terminated RSA, the Liens, and related agreements, instruments, or other docu-November 16, 2023 (Docket No. 1438) (including any exhibits and schedules thereto and as may be modified, amended, or and consummation of the Plan, the administration and tation, negotiation, entry into, or filing of the Plan (including any exhibits and schedules thereto and as may be modified, amended, or and consummation of the Plan, the administration and tation, negotiation, entry into, or filing of the Plan (including any exhibits). implementation of the Plan or Confirmation Order, including ing the Plan Supplement), the Disclosure Statement, or any the issuance or distribution of securities pursuant to Restructuring Transaction, contract, instrument, release, event, or other occurrence taking place on or before the contemplated by the Plan or the reliance by any Released Effective Date related or relating to the foregoing without Party on the Plan or Confirmation Order in lieu of such the Bankruptcy Court (i) first determining, after notice and Party or Exculpated Party. The Bankruptcy Court shall have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and control of the Court shall be and control of the Court a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Section RSA, the Chapter 11 Cases, the pursuit of confirmation

> colorable Claim or Cause of Action. SECTION 10.6(a) RELEASES BY of the Bankruptcy Code, for good and valuable consider ation, the adequacy of which is hereby confirmed, including the obligations of the Debtors under the Plan and the conin the Confirmation Order, on and after the Effective Date, the Released Parties are deemed conclusively, absolutely, unconditionally and irrevocably, released and discharged from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assert-Debtors, the Estates, or their Affiliates would have been the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including instrument, or agreement (including those set forth in the the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transacor the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(a) of the Plan (i) shall only be applicable to the maximum extent permitted by law; (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act have constituted actual fraud (provided that actual fraud or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any Released Party from Claims or Causes of Action held by the Debtors arising from an act or omission that agency to have constituted a violation of any federal securities laws or (c) releasing any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation

Plan Supplement) executed to implement the Plan.

SECTION 10.6(b) RELEASES BY HOLDERS OF CLAIMS limited partners, general partners, attorneys, accountants, the Plan to the contrary, as of the Effective Date, for good advisors, investment bankers, consultants, representatives, and valuable consideration, the adequacy of which is hereby confirmed, except as otherwise provided in the executors, estates, and nominees, each in their capacity as Plan or in the Confirmation Order, to the fullest extent such, and any and all other Persons or Entities that may purpermissible under applicable law, as such law may be given notice of the opportunity to opt out or granting under releases contained in the Plan but do not opt out, you shall Releasing Party, shall be deemed to nave consented to the releases contained in absolutely, unconditionally, irrevocably, and forever, released, and discharged the Debtors, the Reorganized released, and discharged Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivarequired to be paid or delivered pursuant to the Plan or tive Claims or Causes of Action asserted or that may be Lenders; (xi) the Notes Agent, solely in its capacity as such; and asserted on behalf of the Debtors or their Estates, that such Entity would have been legally entitled to assert in their own right (whether individually or collectively) or ing, any Person that opts out of the releases set forth in second behalf of the Holder of any Claim or Interest, whether in 10.6(b) of the Plan shall not be deemed a Released Party known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any secuof Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or docuregarding any transaction, contract, instrument, docu ment, or other agreement contemplated by the Plan or the

reliance by any Released Party on the Plan or Confirmation

cable law or otherwise or (y) such right to setoff arises | Secured Convertible Notes Documents, the New Secured | Leases to which any of the Debtors are parties shall be deemed

Executory Contract that has been assumed by the Debtors | Notes | Documents, the | Contingent Payment Obligations | assumed, unless such contract or lease (i) was previously as of the Effective Date; and (v) commencing or continuing | Documents, the | New | Miner | Equipment | Lender | Debt | assumed or rejected by the Debtors, pursuant to Final Order of in any manner any action or other proceeding of any kind Documents, the Exit Facility Documents, the New Warrants the Bankruptoy Court, (ii) previously expired or terminated pur on account of or in connection with or with respect to any such Claims or Interests released, settled, and/or treated, Letter, the Initial DIP Loan Documents, the DIP Facility, the (iii) is the subject of a motion to reject Filed by the Debtors on entitled to a distribution, or cancelled pursuant to the Plan or otherwise Disallowed; provided that such persons who of confirmation and consummation of the Plan, the adminated as a contract or lease to be rejected on the Schedule of in, a Debtor, a Reorganized Debtor, or an Estate shall not be precluded from exercising their rights and remedies, or ties pursuant to the Plan (including, but not limited to, the obtaining the benefits, solely pursuant to and consistent New Common Interests) or the distribution of security or the distribution of sec under the Plan, or any other agreement, act or omission, Subject in all respects to Section 11.1, no entity or person transaction, event, or other occurrence taking place on may commence or pursue a Claim or Cause of Action of or before the Effective Date. Notwithstanding anything aný kind against any Released Party or Exculpated Party | to the contrary in the foregoing, the releases set fórth in that arose or arises from, in whole or in part, the Chapter | Section 10.6(b) of the Plan (i) shall only be applicable to | Code. Each Executory Contract and Unexpired Lease assumed | 11 Cases, the Debtors, the governance, management, | the maximum extent permitted by law; and (ii) shall not be | or assumed and assigned pursuant to the Plan shall vest in and transactions, ownership, or operation of the Debtors, construed as (a) releasing any Released Party from Claims be fully enforceable by the applicable Reorganized Debtor of the purchase, sale or rescission of any security of the or Causes of Action arising from an act or omission that is assignee in accordance with its terms, except as modified by Debtors or the Reorganized Debtors (which includes, for judicially determined by a Final Order to have constituted any provision of the Plan, any order of the Bankruptcy Court the avoidance of doubt, all claims and Causes of Action actual fraud (provided that actual fraud shall not exempt authorizing and providing for its assumption or assumption and asserted or assertable in the Securities Class Action), from the scope of these third-party releases any Claims assignment, or applicable law. the DIP Facility, the Convertible Notes Agreements, the or Causes of Action arising under sections 544 or 548 of Miner Equipment Lender Agreements, the Mortgage the Bankruptcy Code or state laws governing fraudulent Agreements, the General Contracts, any and all or otherwise avoidable transfers or conveyances), will-Agreements, the General Contracts, any and all or otherwise avoidable transfers or conveyances), will-agreements relating to M&M Liens, and any and all related ful misconduct, or gross negligence, or (b) releasing any agreements, instruments, and/or other documents, the post-Effective Date obligations of any party or Entity under or deemed breached by, the assumption of such Executory formulation, preparation, dissemination, solicitation, the Plan, any Restructuring Transaction, or any document, negotiation, entry into, or filing of the Plan (including instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

SECTION 10.7 <u>EXCULPATION</u>. Except as otherwise

shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause the Chapter 11 Cases, the Debtors, the governance, manlegal opinion) created or entered into in connection with against a Released Party or Exculpated Party and Documents, the New Secured Notes Documents, the 11.1, shall have jurisdiction to adjudicate the underlying and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, pursuant to section 1123(b) Interests), or the distribution of property under the Plan, or any other related agreement, except for Claims or Causes of Action arising from an act or omission that is judicially determined in a Final Order to have constituted actual sonably rely upon the advice of counsel with respect to their duties and responsibilities. The Exculpated Parties the Plan; (iii) increase, accelerate, or otherwise alter any oblinave, and upon completion of the Plan, shall be deemed to gations or liabilities of any Debtor or any Reorganized Debtor by the Debtors, the Reorganized Debtors, and the Estates have, participated in good faith and in compliance with all bution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall such provision shall be deemed to not apply to the assumption able on behalf of the Debtors, whether known or unknown, not be, liable at any time for the violation of any applicamade pursuant to the Plan. Notwithstanding anything to misconduct, or gross negligence, or (b) exculpating any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document,

> Plan Supplement) executed to implement the Plan. CANCELLATION OF LIENS.

(a) Except as otherwise specifically provided in the Plan, ncluding sections 4.4 and 4.6 of the Plan, all notes, instru-

RSA, the Chapter 11 Cases, the pursuit of confirmation and Debtors or the Reorganized Debtors, at their expense, may, in consummation of the Plan, the administration and imple- their sole discretion, take any action necessary to terminate mentation of the Plan or Confirmation Order, including the cancel, extinguish, and/or evidence the release of any and all issuance or distribution of securities pursuant to the Plan including, but not limited to, the New Common Interests), interests with respect to the Convertible Notes Secured Claims, Miner Equipment Lender Secured Claims, and M&M Lien Secured Claims, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release any mortgages, deeds of trust, Liens, pledges, and other security interests held by the Holders of the M&M Lien Secured Claims, Miner Equipment Lender Secured Claims, the Notes Agent, and/or Convertible Noteholders including, without limitation, UCC-3 termination statements.

Relevant Definitions Related to Release and Exculpation Provisions:

"Exculpated Parties" means each of the following in their capacity as such and, in each case, to the maximum extent permitted by law: (i) the Debtors; and (ii) Equity Committee and its embers, each solely in their capacity as such.

"Related Parties" means with respect to a Person, that Person's current and former Affiliates, and such Person's and its current and former Affiliates' current and former directors is determined by a Final Order or by a federal government managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective Order, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the AND INTERESTS. Notwithstanding anything contained in managed accounts or funds, management companies, fund port to assert any Cause of Action derivatively, by or through the foregoing entities

"Released Parties" means, collectively: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Equity Committee and its members that are party to the RSA, solely in their capacities as such; (iv) the Backstop Parties; (v) the Settling Miner Equipment Lenders; (vi) Brown Corporation; (vii) Holliwood LLC; (viii) the Ad Hoc Noteholder Group; (ix) the Consenting Creditors; (x) the Exit (xii) with respect to each of the foregoing Persons in clauses (i) through (xi), all Related Parties. Notwithstanding the forego

"Releasing Parties" means collectively, and in each ase solely in their capacity as such, (i) the Debtors; (ii) the Reorganized Debtors; (iii) with respect to each of the foregoing Persons in clauses (i) through (ii), all Related Parties; (iv) the Released Parties; (v) the Holders of all Claims or Interests that vote to accept the Plan: (vi) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth herein; (vii) the Holders of all rity of the Debtors or the Reorganized Debtors (which Claims or Interests that vote, or are deemed, to reject the Plan includes, for the avoidance of doubt, all claims and Causes or that are presumed to accept the Plan but do not opt out of granting the releases set forth herein; and (viii) the Holders of all Claims and Interests and all Other Beneficial Owners that were given notice of the opportunity to opt out of granting the

eleases set forth herein but did not opt out.
YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS

YOUR RIGHTS MIGHT BE AFFECTED. Notice of Assumption and Rejection of Executory Contracts and Unexpired Leases of Debtors and **Related Procedures** 

1. Please take notice that, in accordance with Article VIII of the Plan and sections 365 and 1123 of the Bankruptcy Code, the Bankruptcy Court explicitly preserving such setoff or that otherwise indicates that such entity asserts, has, or intends to preserve any right of setoff pursuant to applicable for the Disclosure Statement, the Plan Settlements, the New section 8.5 of the Plan, all Executory Contracts and Unexpired

to the Executory Contracts or Unexpired Leases subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions or rejections provided for in the lan pursuant to sections 365(a) and 1123 of the Bankruptcy

2. The Plan provides that to the maximum extent permitted by law, to the extent any provision in any Executory Contract Contract or Unexpired Lease (including any "change of control provision), then such provision shall be deemed modified such hat the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default related rights with respect thereto.

3. Section 8.2 of the Plan stipulates that the Debtors shall

ile, as part of the Plan Supplement, the Schedule of Rejected Contracts and the Schedule of Assumed Contracts. The Plan further provides that prior to the Combined Hearing, the Debtors shall serve a notice on parties to Executory Contracts rejected reflecting the Debtors' intention to potentially assume assume and assign, or reject the contract or lease in connecposed Cure Amount (if any). If a counterparty to any Executory Contract or Unexpired Lease that the Debtors or Reorganized Debtors, as applicable, intend to assume or assume and assign is not listed on such a notice, the proposed Cure amount for such Executory Contract or Unexpired Lease shall be deemed to be Zero Dollars (\$0). Any objection by a counterparty to an Executory Contract or Unexpired Lease to the proposed assumption, assumption and assignment, or related Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court.

If there is an Assumption Dispute pertaining to assumption of a hearing, that such Claim or Cause of Action represents the Plan, the Plan Supplement, the Disclosure Statement, an Executory Contract or Unexpired Lease (other than a discussion of willful misconduct, fraud or gross negligence) the Plan Settlements, the New Secured Convertible Notes pute pertaining to a Cure Amount), such dispute shall be heard pute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court prior to such assumption being effective; *provided* that the Debtors or the Reorganized Debtors, as applicable, may, with the consent of the Requisite Consenting Creditors, settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

4. Section 8.2 of the Plan further provides that-any counter

arty to an Executory Contract or Unexpired Lease that does not timely object to the notice of the proposed assumption of such xecutory Contract or Unexpired Lease shall be deemed to have assented to assumption of the applicable Executory Contract or Unexpired Lease notwithstanding any provision thereof hat purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify or permit the termination or modification of, a contract or lease as a result of any direct or indirect transfer or assignment of the rights of any Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by as applicable, under such Executory Contract or Unexpired applicable laws with regard to the solicitation and distri- Lease; or (iv) create or impose a Lien upon any property or Asset of any Debtor or any Reorganized Debtor, as applicable. Each of such Executory Contract or Unexpired Lease pursuant to the 5. Parties in Interest Not Entitled to Vote. Holders of aims or Interests in Class 4 (Other Secured Claims), Class 7 Holders, that the Debtors, the Reorganized law, equity, or otherwise, equity, equity, or otherwise, equity, equity, or otherwise, equity, equi tion in accordance with the terms set forth in Section 8.2(a) of legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Section 10.7 of the Plan (i) shall only be applicable to the Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Chapter construed as (a) exculpating any Exculpated Party from adequate assurance of future performance), or taking actions (including with respect to any Cure Amounts or the provision of prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the Plan.

5. Section 8.3 of the Plan provides that unless otherwise provided by an order of the Bankruptcy Court, Proofs of Claim with respect to Claims arising from the rejection of Executory ance of doubt, all claims and vauses of Action), the DIP Facility, the Bankruptcy Code or state laws governing fraudulent the Convertible Notes Agreements, the Miner Equipment or otherwise avoidable transfers or conveyances), willful Bankruptcy Court by the later of thirty (30) days from (i) the Bankruptcy Court approving misconduct. or gross negligence, or (b) exculpating any date of entry of an order of the Bankruptcy Court approving the offsetive date of the rejection of such such rejection, (ii) the effective date of the rejection of such Executory Contract or Unexpired Lease, and (iii) the Effective Date. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time shall be Disallowed pursuant to the Confirmation Order or such other order of the Bankruptcy Court, as applicable, forever barred from assertion, and shall not be enforceable opinion requested by any Enury regarding any transaction, contract, instrument, document, or other agreement ments, certificates evidencing debt of the Debtors and Existing contemplated by the Plan or the reliance by any Released Common Interests will be cancelled and obligations of the Debtors, or property of the foregoing parties. Debtors thereunder will be discharged and of no further force or the without the need for any objection by the Debtors or the Debtors or the Common Interests. (i) be in writing; (ii) conform to the Bankruptcy Rules and the legal opinion) created or entered into in connection with effect, except for the purpose of allowing the applicable agents Reorganized Debtors, as applicable, or further notice the Plan, the Plan Supplement, the Disclosure Statement, and trustees to receive distributions from the Debtors under to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged,

MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

6. Plan Supplement. The Debtors will file and serve any upplement to the Plan on or before December 8, 2023.

Notice of Procedures with Respect to Reinstated Claims

1. Please take notice that, in accordance with Article IV of the Plan and section 1124 of the Bankruptcy Code, as of and sub-ject to the occurrence of the Effective Date and the payment of ny applicable Cure Amount, and subject to section 7.11 of the Plan, all Other Secured Claims in Class 4 shall be Reinstated Subject to (i) satisfaction of the conditions set forth in section 7.11 of the Plan, (ii) resolution of any disputes in accordance with section 7.11 of the Plan with respect to the Cure Amounts subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall authorize Reinstatement of the Other Secured Claims in Class 4 pursuant to section 1124 of the Bankruptcy Code.

2. Section 7.11 of the Plan stipulates least ten (10) days before the deadline to object to Confirmation of the Plan, the Debtors shall serve a notice on Holders of Other Secured Claims in Class 4 setting forth the proposed Cure Amount (if any) necessary to Reinstate such Claims. Any objection by a Holder of an Other Secured Claim in Class 4 to the proposed Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the notice of proposed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. Any Holder of an Other Secured Claim in Class 4 that does not timely object o the notice of the proposed Cure Amount shall be deemed to have assented to the Reinstatement of its Claim and the proposed Cure Amount listed therein and shall be shall forever be barred and enjoined from objecting to the Reinstatement of its Claim on the grounds that sections 1124(2)(A), (C), or (D) of the Bankruptcy Code have not been satisfied.

3. Section 7.11 of the Plan further provides that to the extent here is a dispute relating to the Cure Amount, the Debtors may Reinstate the applicable Other Secured Claim prior to the res plution of the Cure Amount dispute; provided that the Debtors or the Reorganized Debtors, as applicable, reserve Cash in ar amount sufficient to pay the full amount reasonably asserted as the required Cure Amount by the Holder of the applicable Other Secured Claim (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by uch Holder and the applicable Reorganized Debtor). Subjec to resolution of any dispute regarding any Cure Amount, all Cure Amounts shall be satisfied on the Effective Date, or otherwise as soon as practicable thereafter, by the Debtors or Reorganized Debtors, as the case may be.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN CCORDANCE WITH THIS COMBINED HEARING NOTICE. IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

QUESTIONS: If you have questions about this Combined learing Notice, please contact Stretto through (i) e-mail at oreScientificInquiries@stretto.com, (ii) by writing to Core cientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 xchange, Suite 100, Irvine, CA 92602, (iii) via telephone at 949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 outside of the U.S.), or (iv) visiting https://cases.stretto.com The Debtors in these chapter 11 cases, along with the

last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific, Inc. (3837); Core Scientific Acquired Mining LLC (6074); Core Scientific Operating Company (5526); Radar Relay, Inc. (0496); Core Scientific Specialty Mining (Oklahoma) LLC (4327); American Property Acquisition, LLC (0825); Starboard Capital LLC (6677); RADAR LLC (5106); merican Property Acquisitions Ì, LLC (9717); and Americar Property Acquisitions VII LLC (3198). The Debtors' corporate headquarters is 210 Barton Springs Road, Suite 300, Austin Texas 78704. The Debtors' service address is 2407 S Congress Ave, Suite E-101, Austin, Texas 78704.

All capitalized terms used but not defined herein have the meanings ascribed to them in the Plan, attached as Exhibit A to he Disclosure Statement

# Exhibit H Pecos Enterprise Affidavit of Publication

CTA	TE	$\bigcirc$ $\Gamma$	TEX	110
OIA		UE		$c_{A}$

## COUNTY OF REEVES & LOVING

Before me, the u	indersigned authority, on this day personally				
• •	DLAS, the _ADVERTISING MNGR _ of the				
(Name)	(Title)				
PECOS ENTERPRISE (Name of Newspaper)	, a newspaper having general circulation in				
REEVES & LOVING	County, Texas who being by me duly sworn,				
deposes and says that the fore	egoing attached notice was published in said				
ewspaper on the following date(s), to wit: NOVEMBER 23, 2023					
	Christina Bitolas				
Subscribed and sworn to befo	re me this the _5 day of _DECEMBER_, 2023,				
to certify which witness my ha	nd and seal of office.				
LAURA A. MALDONADO My Notary ID # 128517023 Expires January 31, 2027	Notary Public in and for				

**REEVES & LOVING** 

County, Texas.

Chapter 11 CORE SCIENTIFIC, INC., et al., Case No. 22-90341 (CML) Debtors1

(Jointly Administered) NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND **VOTING PROCEDURES AND (B) NOTICE PROCEDURES** FOR THE ASSUMPTION OR REJECTION OF EXECUTORY **CONTRACTS AND UNEXPIRED LEASES; (III) COMBINED** HEARING TO CONSIDER FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN; AND (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR FINAL APPROVAL OF DISCLOSURE STATEMENT **AND CONFIRMATION OF PLAN** 

TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF **Debtor, Case Number:** Core Scientific Mining LLC, 22-90340; Core Scientific. Inc., 22-90341: Core Scientific Acquired Mining LLC, 22-90342: Core Scientific Operating Company, 22-90343; Radar Relay, Inc. 22-90344; Core Scientific Specialty Mining (Oklahoma) LLC, 22-90345; American Property Acquisition, LLC, 22-90346; Starboard Capital LLC 22-90347; RADAR LLC, 22-90348; American Property Acquisitions I, LLC 22-90349; American Property Acquisitions VII, LLC, 22-90350

PLEASE TAKE NOTICE OF THE FOLLOWING: 1. Conditional Approval of Disclosure Statement. On November 14. Statement Hearing") at which it conditionally approved the Disclosure Statement for Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1439) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Disclosure Statement") Scientific, Inc. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), and thereafter entered an order (the Statement Order, among other things, authorizes the Debtors to solicit votes to accept the Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1438) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "**Plan**").<sup>2</sup>

2. *Combined Hearing*. A hearing to consider confirmation of the Plan and final approval of the Disclosure Statement (the "**Combined Hearing**") has been scheduled for December 22, 2023 at 10:00 a.m. (Prevailing Central Time), before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, in the Bankruptcy Court. The Combined Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors, with the consent of the Requisite Consenting Creditors, without further notice other than by a Bankruptcy Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Combined

3. Voting Record Date. Holders of Claims or Interests in Class 1 (April Convertible Notes Secured Claims), Class 2 (August Convertible Notes Cause of Action. Secured Claims), Class 3 (Miner Equipment Lender Secured Claims), Class 5 (M&M Lien Secured Claims), Class 6 (Secured Mortgage Claims), Class 8 (General Unsecured Claims), Class 11 (Section 510(b) Claims), and Class pursuant to section 1123(b) of the Bankruptcy Code, for good and 12 (Existing Common Interests), who are otherwise eligible to vote shall be entitled to vote to accept or reject the Plan as of **November 9, 2023** (the 'Voting Record Date")

4. Voting Deadline. If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan, you must: (i) follow the instructions carefully: (ii) complete all of the required information on the Ballot: and (iii) execute and return your completed Ballot according to and as set forth in detail in the voting instructions on your Ballot so that it is actually received by the Debtors' solicitation and voting agent, Stretto, Inc. ("Stretto" or the | Causes of Action, remedies, and liabilities whatsoever, including any "Voting Agent") on or before December 13 2023 at 5:00 p.m. (Prevailing Central Time) (the "Voting Deadline"). ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND YOUR VOTE.

5. Parties in Interest Not Entitled to Vote. Holders of Claims or Interests in Class 4 (Other Secured Claims), Class 7 (Priority Non-Tax or collectively) or on behalf of the Holder of any Claim or Interest or Claims), Class 10 (Intercompany Claims), and Class 11 (Intercompany Interests) are not entitled to vote on the Plan and will not receive a Ballot. If any creditor seeks to challenge the Allowed amount of its Claim for voting purposes, such creditor must file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount (a "Rule 3018(a) Motion") Any Rule 3018(a) Motion must be filed with the Court not later than 5:00 p.m. (Prevailing Central Time) on December 8, 2023. Upon the filing of any such Rule 3018(a) Motion, such creditor's Ballot shall be counted in accordance with the guidelines provided in the Solicitation and Voting Procedures attached as **Exhibit 2** to the Disclosure Statement Order, unless temporarily Allowed in a different amount by an order of the Court entered prior to or concurrent with entry of an order confirming the Plan.

6. Objections to Confirmation. The deadline to object or respond to confirmation of the Plan or final approval of the Disclosure Statement s December 15, 2023 at 5:00 p.m. (Prevailing Central Time) (the Objection Deadline").

7. Form and Manner of Objections to Confirmation. Objections and responses, if any, to confirmation of the Plan or final approval of the Disclosure Statement, must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, and any order of the Court; (iii) set forth the name of the objecting party and the nature and amount of Claims | Debt Documents, the Exit Facility Documents, the New Warrants or Interests held or asserted by the objecting party against the Debtors' 77002, so as to be actually received no later than the Objection Deadline.

8. IF AN OBJECTION TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THEN THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING.

9. Additional Information. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other solicitation materials should contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.). Interested parties may also review the Disclosure Statement and the Plan free of charge at https://dm.epiq11.com/sertasimmons. In addition, the to have constituted a violation of any federal securities laws or may be reviewed for a fee by accessing the Bankruptcy Court's website: https://www.txs.uscourts.gov/page/bankruptcycourt. Note that a PACER password and login are needed to access documents on the Bankruptcy those set forth in the Plan Supplement) executed to implement the Court's website. A PACER password can be obtained at: https://pacer.

#### NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND **INJUNCTION PROVISIONS IN PLAN**

If you (i) vote to accept the Plan, (ii) are solicited to vote to accept or reject the Plan, but do not vote to either accept or reject the Plan, and

releases as presented in the Plan are provided below: Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties, and/ or the Exculpated Parties (to the extent of the exculpation provided pursuant to Section 10.7 with respect to the Exculpated Parties): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities Claims or Interests unless (x) such Entity has timely asserted such Filed with the Bankruptcy Court explicitly preserving such setoff or

management, transactions, ownership, or operation of the Debtors, Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities | sections 544 or 548 of the Bankruptcy Code or state laws governing Class Action), the DIP Facility, the Convertible Notes Agreements, the fraudulent or otherwise avoidable transfers or conveyances), the extent any provision in any Executory Contract or Unexpired Lease Miner Equipment Lender Agreements, the Mortgage Agreements, the | willful misconduct, or gross negligence, or (b) releasing any post- | assumed pursuant to the Plan restricts or prevents, or purports to restrict General Contracts, any and all agreements relating to M&M Liens, and | Effective Date obligations of any party or Entity under the Plan, or prevent, or is breached or deemed breached by, the assumption of such any and all related agreements, instruments, and/or other documents, any Restructuring Transaction, or any document, instrument, | Executory Contract or Unexpired Lease (including any "change of control" the formulation, preparation, dissemination, solicitation, negotiation, or agreement (including those set forth in the Plan Supplement) entry into, or filing of the Plan (including the Plan Supplement), the executed to implement the Plan. Disclosure Statement, or any Restructuring Transaction. contract. instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, Documents, the New Secured Notes Documents, the Contingent the Initial DIP Loan Documents, the DIP Facility, the Terminated of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event. related or relating to the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a claim of willful misconduct, fraud or gross negligence against a Released Party or Exculpated Party and (ii) specifically authorizing such Entity or Person to bring such Claim to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Section 11.1, shall have jurisdiction to adjudicate the underlying colorable Claim or

SECTION 10.6(a) RELEASES BY THE DEBTORS. Notwithstanding including the obligations of the Debtors under the Plan and the and discharged by the Debtors, the Reorganized Debtors, and the Estates from any and all Claims, obligations, rights, suits, damages, hereinafter arising, in law, equity, or otherwise, that the Debtors, the entry into, or filing of the Plan (including the Plan Supplement), the Statement, the Plan Settlements, the New Secured Convertible Notes Payment Obligations Documents, the New Miner Equipment Lender | Holders on account of their Allowed Claims and Interests Agreement, the Rights Offering, the Backstop Commitment Letter, by a Final Order to have constituted actual fraud (provided that actual statements fraud shall not exempt from the scope of these Debtor releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross of Action held by the Debtors arising from an act or omission that is determined by a Final Order or by a federal government agency Transaction, or any document, instrument, or agreement (including

SECTION 10.6(b) INTERESTS. Notwithstanding anything contained in the Plan advisory board members, financial advisors, partners, limited partners, to the contrary, as of the Effective Date, for good and valuable general partners, attorneys, accountants, managed accounts or funds. consideration, the adequacy of which is hereby confirmed, except management companies, fund advisors, investment bankers, consultants, as otherwise provided in the Plan or in the Confirmation Order, to the representatives, and other professionals, and such Person's respective do not opt out of granting the releases set forth in the Plan, (iii) vote, fullest extent permissible under applicable law, as such law may be heirs, executors, estates, and nominees, each in their capacity as such, or are deemed, to reject the Plan or are presumed to accept the Plan | extended or integrated after the Effective Date, each Releasing Party, and any and all other Persons or Entities that may purport to assert any but do not opt out of granting the releases set forth in the Plan, or (iv) shall be deemed to have conclusively, absolutely, unconditionally, were given notice of the opportunity to opt out of granting the releases | irrevocably, and | forever, released, and | discharged | the Debtors, contained in the Plan but do not opt out, you shall be deemed to have the Reorganized Debtors, and the Released Parties from any and remedies, and liabilities whatsoever, including any derivative Claims SECTION 10.5 INJUNCTION. Except as otherwise expressly provided or Causes of Action asserted or that may be asserted on behalf pursuant to the Plan or the Confirmation Order, all Entities that have legally entitled to assert in their own right (whether individually such; and (xii) with respect to each of the foregoing Persons in clauses (i) held, hold, or may hold Claims or Interests that have been released or collectively) or on behalf of the Holder of any Claim or Interest, pursuant to Section 10.6(a) or Section 10.6(b), shall be discharged whether known or unknown, foreseen or unforeseen, existing or pursuant to Section 10.3 of the Plan, or are subject to exculpation hereinafter arising, in law, equity, or otherwise, based on or relating pursuant to Section 10.7, and all Subcontractors and all other parties to, or in any manner arising from, in whole or in part, any act or in interest are permanently enjoined, from and after the Effective omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in all Related Parties; (iv) the Released Parties; (v) the Holders of all Claims whole or in part, the Chapter 11 Cases, the Debtors, the governance, or Interests that vote to accept the Plan; (vi) the Holders of all Claims or management, transactions, ownership, or operation of the Debtors, Interests whose vote to accept or reject the Plan is solicited but that do | Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, (iii) the purchase, sale or rescission of any security of the Debtors or the not vote either to accept or to reject the Plan and do not opt out of granting Reorganized Debtors (which includes, for the avoidance of doubt, all | the releases set forth herein; (vii) the Holders of all Claims or Interests that respect to any such Claims or Interests; (ii) enforcing, attaching, claims and Causes of Action asserted or assertable in the Securities vote, or are deemed, to reject the Plan or that are presumed to accept the Class Action), the DIP Facility, the Convertible Notes Agreements, the | Plan but do not opt out of granting the releases set forth herein; and (viii) Miner Equipment Lender Agreements, the Mortgage Agreements, the | the Holders of all Claims and Interests and all Other Beneficial Owners that General Contracts, any and all agreements relating to M&M Liens, the | were given notice of the opportunity to opt out of granting the releases set formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated on account of or in connection with or with respect to any such by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered setoff right either in a Filed Proof of Claim, or in another document into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes

third-party releases any Claims or Causes of Action arising under assumption or assumption and assignment, or applicable law.

SECTION 10.7 EXCULPATION. Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability to exercise any other default-related rights with respect thereto. for, and each Exculpated Party is hereby released and exculpated contract, instrument, document, or other agreement contemplated from any Cause of Action for any claim related to any act or omission of the Plan Supplement, the Schedule of Rejected Contracts and the by the Plan or the reliance by any Released Party on the Plan or in connection with relating to or arising out in whole or in part, from Schedule of Assumed Contracts. The Plan further provides that prior Confirmation Order in lieu of such legal opinion) created or entered the Petition Date through the Effective Date, of the Chapter 11 Cases, to the Combined Hearing, the Debtors shall serve a notice on parties into in connection with the Plan, the Plan Supplement, the Disclosure the Debtors, the governance, management, transactions, ownership. It is Executory Contracts or Unexpired Leases to be assumed, assumed Statement, the Plan Settlements, the New Secured Convertible Notes or operation of the Debtors, the purchase, sale or rescission of any and assigned, or rejected reflecting the Debtors' intention to potentially security of the Debtors or the Reorganized Debtors, the DIP Facility, assume, assume and assign, or reject the contract or lease in connection Payment Obligations Documents, the New Miner Equipment Lender | the Convertible Notes Agreements, the Miner Equipment Lender | with the Plan and, where applicable, setting forth the proposed Cure Debt Documents, the Exit Facility Documents, the New Warrants Agreements, the Mortgage Agreements, the General Contracts, any Amount (if any). If a counterparty to any Executory Contract or Unexpired Agreement, the Rights Offering, the Backstop Commitment Letter, and all agreements relating to M&M Liens, and related agreements, Lease that the Debtors or Reorganized Debtors, as applicable, intend to instruments, or other documents, the formulation, preparation, assume or assume and assign is not listed on such a notice, the proposed RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and dissemination, solicitation, negotiation, entry into, or filing of the Cure amount for such Executory Contract or Unexpired Lease shall be consummation of the Plan, the administration and implementation of Plan (including the Plan Supplement), the Disclosure Statement, deemed to be Zero Dollars (\$0). Any objection by a counterparty to an the Plan or Confirmation Order, including the issuance or distribution or any Restructuring Transaction, contract, instrument, release, or Executory Contract or Unexpired Lease to the proposed assumption, other agreement or document (including any legal opinion requested | assumption and assignment, or related Cure Amount must be Filed by any Entity regarding any transaction, contract, instrument, served, and actually received by the Debtors within fourteen (14) document, or other agreement contemplated by the Plan or the days of the service of the assumption notice, or such shorter period or other occurrence taking place on or before the Effective Date reliance by any Released Party on the Plan or Confirmation Order in as agreed to by the parties or authorized by the Bankruptcy Court. If lieu of such legal opinion) created or entered into in connection with there is an Assumption Dispute pertaining to assumption of an Executor the Plan, the Plan Supplement, the Disclosure Statement, the Plan | Contract or Unexpired Lease (other than a dispute pertaining to a Cure Settlements, the New Secured Convertible Notes Documents, the Amount), such dispute shall be heard by the Bankruptcy Court prior to such New Secured Notes Documents, the Contingent Payment Obligations | assumption being effective; provided that the Debtors or the Reorganized Documents, the New Miner Equipment Lender Debt Documents, the | Debtors, as applicable, may, with the consent of the Requisite Consenting or Cause of Action against any such Released Party or Exculpated | Exit Facility Documents, the New Warrants Agreement, the Rights | Creditors, settle any dispute regarding the Cure Amount or the nature Party. The Bankruptcy Court shall have sole and exclusive jurisdiction Offering, the Backstop Commitment Letter, the Initial DIP Loan thereof without any further notice to any party or any action, order, or Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter approval of the Bankruptcy Court. the administration and implementation of the Plan or Confirmation | an Executory Contract or Unexpired Lease that does not timely object Order, including the issuance or distribution of securities pursuant to to the notice of the proposed assumption of such Executory Contract or the Plan (including, but not limited to, the New Common Interests), Unexpired Lease shall be deemed to have assented to assumption of anything contained in the Plan to the contrary, as of the Effective Date, or the distribution of property under the Plan, or any other related the applicable Executory Contract or Unexpired Lease notwithstanding agreement, except for Claims or Causes of Action arising from an any provision thereof that purports to (i) prohibit, restrict, or condition valuable consideration, the adequacy of which is hereby confirmed, act or omission that is judicially determined in a Final Order to have the transfer or assignment of such contract or lease; (ii) terminate constituted actual fraud, willful misconduct, or gross negligence, or modify, or permit the termination or modification of, a contract or but in all respects, such Exculpated Parties shall be entitled to lease as a result of any direct or indirect transfer or assignment of the Plan, except as otherwise provided in the Plan or in the Confirmation | reasonably rely upon the advice of counsel with respect to their | rights of any Debtor under such contract or lease or a change, if any, in duties and responsibilities. The Exculpated Parties have, and upon the ownership or control to the extent contemplated by the Plan; (iii) completion of the Plan, shall be deemed to have, participated in increase, accelerate, or otherwise alter any obligations or liabilities of any good faith and in compliance with all applicable laws with regard Debtor or any Reorganized Debtor, as applicable, under such Executor to the solicitation and distribution of, consideration pursuant to the Contract or Unexpired Lease; or (iv) create or impose a Lien upon any **Plan and, therefore, are not, and on account of such distributions** property or Asset of any Debtor or any Reorganized Debtor, as applicable shall not be, liable at any time for the violation of any applicable Each such provision shall be deemed to not apply to the assumption of law, rule, or regulation governing the solicitation of acceptances such Executory Contract or Unexpired Lease pursuant to the Plan and Plan. Notwithstanding anything to the contrary in the foregoing, fail to object to the proposed assumption in accordance with the terms the exculpations set forth in Section 10.7 of the Plan (i) shall only Claims or Causes of Action arising from an act or omission that of adequate assurance of future performance), or taking actions prohibited is judicially determined by a Final Order to have constituted actual by the foregoing or the Bankruptcy Code on account of transactions fraud (provided that actual fraud shall not exempt from the scope | contemplated by the Plan. Reorganized Debtors (which includes, for the avoidance of doubt, all of these exculpations any Claims or Causes of Action arising under claims and Causes of Action asserted or assertable in the Securities | sections 544 or 548 of the Bankruptcy Code or state laws governing | an order of the Bankruptcy Court, Proofs of Claim with respect to Claim Class Action), the DIP Facility, the Convertible Notes Agreements, the fraudulent or otherwise avoidable transfers or conveyances), arising from the rejection of Executory Contracts or Unexpired Leases, Plan, any Restructuring Transaction, or any document, instrument, such rejection, (ii) the effective date of the rejection of such Executor or agreement (including those set forth in the Plan Supplement)

by the Plan or the reliance by any Released Party on the Plan or evidencing debt of the Debtors and Existing Common Interests will be into in connection with the Plan, the Plan Supplement, the Disclosure and of no further force or effect, except for the purpose of allowing the the need for any objection by the Debtors or the Reorganized Debtors, **Documents, the New Secured Notes Documents, the Contingent** under the Plan and to make any further distributions to the applicable

to Holders on account of Allowed Convertible Notes Secured Claims and anything in the Schedules, if any, or a Proof of Claim to the contrary estates or property; (IV) provide the basis for the objection and the specific | the Initial DIP Loan Documents, the DIP Facility, the Terminated | Allowed Miner Equipment Lender Secured Claims and/or (ii) with regard | UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN grounds therefor, and, if practicable, a proposed modification to the Plan RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and to Allowed M&M Lien Secured Claims, satisfaction of the applicable ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE that would resolve such objection; and (v) be filed with the Bankruptcy consummation of the Plan, the administration and implementation of M&M Lien Takeback Debt, the Debtors or the Reorganized Debtors, at | CONSIDERED BY THE BANKRUPTCY COURT. Court (with proof of service) via ECF or by mailing to the Bankruptcy the Plan or Confirmation Order, including the issuance or distribution their expense, may, in their sole discretion, take any action necessary to Court at United States Bankruptcy Court Clerk's Office, United States of securities pursuant to the Plan (including, but not limited to, terminate, cancel, extinguish, and/or evidence the release of any and all the Plan on or before December 8,2023. Courthouse, 515 Rusk Avenue, Courtroom 401, 4th Floor, Houston, Texas | the New Common Interests), or the distribution of property under | mortgages, deeds of trust, Liens, pledges, and other security interests the Plan, or any other agreement, act or omission, transaction, with respect to the Convertible Notes Secured Claims, Miner Equipment event, or other occurrence taking place on or before the Effective Lender Secured Claims, and M&M Lien Secured Claims, including, without Date. Notwithstanding anything to the contrary in the foregoing, limitation, the preparation and filing of any and all documents necessary to of the Effective Date and the payment of any applicable Cure Amount, and the releases set forth in Section 10.6(a) of the Plan (i) shall only be terminate, satisfy, or release any mortgages, deeds of trust, Liens, pledges, applicable to the maximum extent permitted by law; (ii) shall not be and other security interests held by the Holders of the M&M Lien Secured construed as (a) releasing any Released Party from Claims or Causes | Claims, Miner Equipment Lender Secured Claims, the Notes Agent, and/or of Action arising from an act or omission that is judicially determined | Convertible Noteholders, including, without limitation, UCC-3 termination

Relevant Definitions Related to Release and Exculpation Provisions:

"Exculpated Parties" means each of the following in their capacity as Bankruptcy Code. such and, in each case, to the maximum extent permitted by law: (i) the negligence, (b) releasing any Released Party from Claims or Causes | Debtors; and (ii) Equity Committee and its members, each solely in their canacity as such

"Related Parties" means with respect to a Person, that Person's current and former Affiliates, and such Person's and its current and former Disclosure Statement and Plan are on file with the Bankruptcy Court and | (c) releasing any post-Effective Date obligations of any party or | Affiliates' current and former directors, managers, officers, equity holders | Cure Amount must be Filed, served, and actually received by the Debtors **Entity under the Plan, the Confirmation Order, any Restructuring** (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, RELEASES BY HOLDERS OF CLAIMS AND managers, principals, members, employees, agents, fiduciaries, trustees, Cause of Action derivatively, by or through the foregoing entities.

Reorganized Debtors; (iii) the Equity Committee and its members that as applicable, reserve Cash in an amount sufficient to pay the full amount consented to the releases contained in Section 10.6(b) of the Plan. The all Claims, obligations, rights, suits, damages, Causes of Action, are party to the RSA, solely in their capacities as such; (iv) the Backstop reasonably asserted as the required Cure Amount by the Holder of the Parties; (v) the Settling Miner Equipment Lenders; (vi) Brown Corporation; applicable Other Secured Claim (or such smaller amount as may be fixed (vii) Holliwood LLC; (viii) the Ad Hoc Noteholder Group; (ix) the Consenting in the Plan or for distributions required to be paid or delivered of the Debtors or their Estates, that such Entity would have been Creditors; (x) the Notes Agent, solely in its capacity as Holder and the applicable Reorganized Debtor). Subject to resolution of through (xi), all Related Parties. Notwithstanding the foregoing, any Person on the Effective Date, or otherwise as soon as practicable thereafter, by the that opts out of the releases set forth in section 10.6(b) of the Plan shall not be deemed a Released Party thereunder.

"Releasing Parties" means collectively, and in each case solely in their capacity as such, (i) the Debtors; (ii) the Reorganized Debtors; (iii) with respect to each of the foregoing Persons in clauses (i) through (ii), forth herein but did not opt out.

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

### Notice of Assumption and Rejection of Executory Contracts and **Unexpired Leases of Debtors and Related Procedures**

1. Please take notice that, in accordance with Article VIII of the Plan and sections 365 and 1123 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 8.5 of the Plan, all Executory Contracts that otherwise indicates that such entity asserts, has, or intends to Documents, the New Secured Notes Documents, the Contingent and Unexpired Leases to which any of the Debtors are parties shall preserve any right of setoff pursuant to applicable law or otherwise | Payment Obligations Documents, the New Miner Equipment Lender | be deemed assumed, unless such contract or lease (i) was previously or (y) such right to setoff arises under a postpetition agreement with Debt Documents, the Exit Facility Documents, the New Warrants assumed or rejected by the Debtors, pursuant to Final Order of the

the Debtors or an Executory Contract that has been assumed by the Agreement, the Rights Offering, the Backstop Commitment Letter, Bankruptcy Court, (ii) previously expired or terminated pursuant to its Debtors as of the Effective Date; and (v) commencing or continuing the Initial DIP Loan Documents, the DIP Facility, the Terminated own terms or by agreement of the parties thereto, (iii) is the subject of a in any manner any action or other proceeding of any kind on account | RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and | motion to reject Filed by the Debtors on or before the Confirmation Date of or in connection with or with respect to any such Claims or consummation of the Plan, the administration and implementation of or (iv) is specifically designated as a contract or lease to be rejected or Interests released, settled, and/or treated, entitled to a distribution, the Plan or Confirmation Order, including the issuance or distribution the Schedule of Rejected Contracts. Subject to (i) satisfaction of the or cancelled pursuant to the Plan or otherwise Disallowed; provided of securities pursuant to the Plan (including, but not limited to, the conditions set forth in section 8.1(a) of the Plan, (ii) resolution of any that such persons who have held, hold, or may hold Claims against, or New Common Interests), or the distribution of property under disputes in accordance with section 8.2 of the Plan with respect to the Interests in, a Debtor, a Reorganized Debtor, or an Estate shall not be the Plan, or any other agreement, act or omission, transaction, Executory Contracts or Unexpired Leases subject to such disputes, and precluded from exercising their rights and remedies, or obtaining the event, or other occurrence taking place on or before the Effective (iii) the occurrence of the Effective Date, entry of the Confirmation Orde benefits, solely pursuant to and consistent with the terms of the Plan. | Date. Notwithstanding anything to the contrary in the foregoing, | by the Bankruptcy Court shall constitute approval of the assumptions of Subject in all respects to Section 11.1, no entity or person may the releases set forth in Section 10.6(b) of the Plan (i) shall only be rejections provided for in the Plan pursuant to sections 365(a) and 1123 commence or pursue a Claim or Cause of Action of any kind against applicable to the maximum extent permitted by law; and (ii) shall of the Bankruptcy Code. Each Executory Contract and Unexpired Lease any Released Party or Exculpated Party that arose or arises from, in | not be construed as (a) releasing any Released Party from Claims | assumed or assumed and assigned pursuant to the Plan shall vest in and whole or in part, the Chapter 11 Cases, the Debtors, the governance, or Causes of Action arising from an act or omission that is judicially be fully enforceable by the applicable Reorganized Debtor or assigned determined by a Final Order to have constituted actual fraud in accordance with its terms, except as modified by any provision of the the purchase, sale or rescission of any security of the Debtors or the (provided that actual fraud shall not exempt from the scope of these | Plan, any order of the Bankruptcy Court authorizing and providing for its

> 2. The Plan provides that to the maximum extent permitted by law, to provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease of 3. Section 8.2 of the Plan stipulates that the Debtors shall file, as par

4. Section 8.2 of the Plan further provides that-any counterparty to

5. Section 8.3 of the Plan provides that unless otherwise provided by post-Effective Date obligations of any party or Entity under the from (i) the date of entry of an order of the Bankruptcy Court approving Lease not Filed within such time shall be Disallowed pursuan be enforceable against, as applicable, the Debtors, the Estates, the Reorganized Debtors, or property of the foregoing parties, without applicable agents and trustees to receive distributions from the Debtors as applicable, or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be After the Effective Date and following (i) the distributions deemed fully satisfied, released, and discharged, notwithstanding

6. **Plan Supplement**. The Debtors will file and serve any supplement to

## Notice of Procedures with Respect to Reinstated Claims

1. Please take notice that, in accordance with Article IV of the Plan and section 1124 of the Bankruptcy Code, as of and subject to the occurrence subject to section 7.11 of the Plan, all Other Secured Claims in Class 4 shall be Reinstated. Subject to (i) satisfaction of the conditions set forth in section 7.11 of the Plan, (ii) resolution of any disputes in accordance with section 7.11 of the Plan with respect to the Cure Amounts subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall authorize Reinstatement of the Other Secured Claims in Class 4 pursuant to section 1124 of the

2. Section 7.11 of the Plan stipulates least ten (10) days before the deadline to object to Confirmation of the Plan, the Debtors shall serve a notice on Holders of Other Secured Claims in Class 4 setting forth the proposed Cure Amount (if any) necessary to Reinstate such Claims. Any objection by a Holder of an Other Secured Claim in Class 4 to the proposed within fourteen (14) days of the service of the notice of proposed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. Any Holder of an Other Secured Claim in Class 4 that does not timely object to the notice of the proposed Cure Amount shall be deemed to have assented to the Reinstatement of its Claim and the proposed Cure Amount listed therein and shall be shall forever be barred and enjoined from objecting to the Reinstatement of its Claim on the grounds that sections 1124(2)(A), (C), or (D) of the Bankruptcy Code have

not been satisfied. 3. Section 7.11 of the Plan further provides that to the extent there is a dispute relating to the Cure Amount, the Debtors may Reinstate the applicable Other Secured Claim prior to the resolution of the Cure "Released Parties" means, collectively: (i) the Debtors; (ii) the Amount dispute; provided that the Debtors or the Reorganized Debtors or estimated by the Bankruptcy Court or otherwise agreed to by such any dispute regarding any Cure Amount, all Cure Amounts shall be satisfied

Debtors or Reorganized Debtors, as the case may be UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

QUESTIONS: If you have questions about this Combined Hearing Notice please contact Stretto through (i) e-mail at CoreScientificInquiries@ stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765 7875 (outside of the U.S.), or (iv) visiting https://cases.stretto.com/ CoreScientific.

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific, Inc. (3837); Core Scientific Acquired Mining LLC (6074); Core Scientific Operating Company (5526) Radar Relay, Inc. (0496); Core Scientific Specialty Mining (Oklahoma) LLC (4327); American Property Acquisition, LLC (0825); Starboard Capital LLC (6677); RADAR LLC (5106); American Property Acquisitions I, LLC (9717) and American Property Acquisitions VII LLC (3198). The Debtors' corporate headquarters is 210 Barton Springs Road, Suite 300, Austin, Texas 78704 The Debtors' service address is 2407 S. Congress Ave, Suite E-101, Austin

All capitalized terms used but not defined herein have the meanings ascribed to them in the Plan, attached as Exhibit A to the Disclosure Statement.

# **Exhibit I**The Lake News Affidavit of Publication



# The Lake News

153 E. Fifth Avenue, Calvert City, Kentucky 42029 • (270) 395-5858 • e-mail news@thelakenews.com

Date: Touem	les 30, 2023
	,

The legal notice or ad titled Core Scientific, elnc Chapter ! Was published in the November 22, 2023

issue of The Lake News.

Sincerely,

Loyd W. Ford Editor and Publisher

The Lake News

State of Kentucky County of Marshall

Sworn before me on the day of 11-30-2023.

My commission expires 02-20-26.

Teresa J. Ford Notary Public, ID No. State at Large, Kentucky

§ Chapter 11 CORE SCIENTIFIC, INC., et al., § Case No. 22-90341 (CML) § (Jointly Administered)

NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND **VOTING PROCEDURES AND (B) NOTICE PROCEDURES** FOR THE ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (III) COMBINED **HEARING TO CONSIDER FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF** PLAN; AND (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR FINAL APPROVAL OF DISCLOSURE

STATEMENT AND CONFIRMATION OF PLAN TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF Debtor, Case Number: Core Scientific Mining LLC, 22-90340 Core Scientific, Inc., 22-90341; Core Scientific Acquired Mining Core Scientific Operating Company, 22-90343 22-90344; Core Scientific Specialty Mining (Oklahoma) LLC, 22-90345; American Property Acquisition, LLC 22-90346; Starboard Capital LLC, 22-90347; RADAR LLC, 22-90348

American Property Acquisitions I, LLC, 22-90349; American Property

Acquisitions VII, LLC, 22-90350 PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Conditional Approval of Disclosure Statement. On November 14, 2023 the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") held a hearing (the "Conditional Disclosure Statement Hearing") at which it conditionally approved the Disclosure Statement for Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1439) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Disclosure Statement") of Core Scientific, Inc. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "Debtors"), and thereafter entered an order (the "Disclosure Statement Order") with respect thereto. The Disclosure Statement Order, among other things, authorizes the Debtors to solicit votes to accept the Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1438) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Plan").2

2. Combined Hearing. A hearing to consider confirmation of the Plan and final approval of the Disclosure Statement (the "Combined Hearing") has been scheduled for December 22, 2023 at 10:00 a.m. (Prevailing Central Time), before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, in the Bankruptcy Court. The Combined Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors, with the consent of the Requisite Consenting Creditors, without further notice other than by a Bankruptcy Court announcement providing for such adjournment or prior to, during, or as a result of the Combined Hearing.

3. Voting Record Date. Holders of Claims or Interests in Class (April Convertible Notes Secured Claims), Class 2 (August Convertible Notes Secured Claims), Class 3 (Miner Equipment Lender Secured Claims), Class 5 (M&M Lien Secured Claims), Class 6 (Secured Mortgage Claims), Class 8 (General Unsecured Claims), Class 11 (Section 510(b) Claims), and Class 12 (Existing Common Interests) who are otherwise eligible to vote shall be entitled to vote to accept or reject the Plan as of November 9, 2023 (the "Voting Record Date")

4. Voting Deadline. If you received a Solicitation Package including a Ballot, and intend to vote on the Plan, you must; (i) follow the instructions carefully; (ii) complete all of the required information on the Ballot; and (iii) execute and return your completed Ballot according to and as set forth in detail in the voting instructions on your Ballot so that it is actually received by the Debtors' solicitation and voting agent Stretto, Inc. ("Stretto" or the "Voting Agent") on or before December 13 2023 at 5:00 p.m. (Prevailing Central Time) (the "Voting Deadline"). ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND YOUR VOTE.

5. Parties in Interest Not Entitled to Vote. Holders of Claims Non-Tax Claims), Class 10 (Intercompany Claims), and Class 17 (Intercompany Interests) are not entitled to vote on the Plan and will not receive a Ballot. If any creditor seeks to challenge the Allowed amount of its Claim for voting purposes, such creditor must file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a temporarily allowing such Claim for voting purposes in a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must filed with the Court not later than 5:00 p.m. (Prevailing Central Time) on December 8, 2023. Upon the filing of any such Rule 3018(a) Motion, such creditor's Ballot shall be counted in accordance with the quidelines provided in the Solicitation and Voting Procedures attached as Exhibit 2 to the Disclosure Statement Order, unless temporarily Allowed in a different amount by an order of the Court entered prior to or concurrent with entry of an order confirming the Plan

Objections to Confirmation. The deadline to object or respond to confirmation of the Plan or final approval of the Disclosure Statement is December 15, 2023 at 5:00 p.m. (Prevailing Central Time) (the 'Objection Deadline")

7. Form and Manner of Objections to Confirmation. Objections and responses, if any, to confirmation of the Plan or final approval of the Disclosure Statement, must: (i) be in writing; (ii) conform to the Plan Supplement, the Disclosure Statement, the Plan Supplement, the Plan Supplement, the Disclosure Statement, the Plan Supplement, the Plan Supplement Bankruptcy Rules and the Bankruptcy Local Rules, and any order of the Court; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors' estates or property; (iv) provide the basis for the objection and the specific grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such objection: and (v) be filed with the Bankruptcy Court (with proof of service) via ECF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office, United States Courthouse, 515 Rusk Avenue Courtroom 401, 4th Floor, Houston, Texas 77002, so as to be actually received no later than the Objection Deadline.

8 IF AN OBJECTION TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THEN THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT OR THE

ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING. 9. Additional Information. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other solicitation materials should contact Stretto through (i) e-mail at CoreScientificInquiries@stretto. com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.). Interested parties may also review the Disclosure Statement and the Plan free of charge at https://dm.epig11 com/sertasimmons. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: https://www.txs.uscourts gov/page/bankruptcycourt. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. PACER password can be obtained at: https://pacer.uscourts.gov/.

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND **INJUNCTION PROVISIONS IN PLAN** 

If you (i) vote to accept the Plan, (ii) are solicited to vote to accept or reject the Plan, but do not vote to either accept or reject the Plan, and do not opt out of granting the releases set forth in the Plan, (iii) vote, or are deemed, to reject the Plan or are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan, or (iv) were given notice of the opportunity to opt out of such law may be extended or integrated after the Effective Date, granting the releases contained in the Plan but do not opt out, you each Releasing Party, shall be deemed to have conclusively, shall be deemed to have consented to the releases contained in absolutely, unconditionally, irrevocably, and forever, released, Section 10.6(b) of the Plan. The releases as presented in the Plan

are provided below: SECTION 10.5 INJUNCTION. Except as otherwise expressly provided in the Plan or for distributions required to be paid or delivered pursuant to the Plan or the Confirmation Order, all that have been released pursuant to Section 10.6(a) or Section 10.6(b), shall be discharged pursuant to Section 10.3 of the Plan, or are subject to exculpation pursuant to Section 10.7, pursuant to Section 10.7 with respect to the Exculpated Parties): (i) commencing or continuing in any manner any action or other respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment. award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates respect to any such Claims or Interests; (iv) asserting any right obligation due from such Entities or against the property of such asserted such setoff right either in a Filed Proof of Claim, or in preserving such setoff or that otherwise indicates that such entity asserts, has, or intends to preserve any right of setoff pursuant Plan, the Plan Supplement, the Disclosure Statement, the Plan to applicable law or otherwise or (y) such right to setoff arises | Settlements, the New Secured Convertible Notes Documents,

under a postpetition agreement with the Debtors or an Executory | the New Secured Notes Documents, the Contingent Payment

Contract that has been assumed by the Debtors as of the Effective | Obligations Documents, the New Miner Equipment Lender Debt

or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released, settled, and/or treated, entitled to a distribution, or cancelled such persons who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Reorganized Debtor, or an Estate shall not be precluded from exercising their rights and remedies, or obtaining the benefits, solely pursuant to and consistent with the terms of the Plan.

Subject in all respects to Section 11.1, no entity or person may commence or pursue a Claim or Cause of Action of any kind against any Released Party or Exculpated Party that arose or arises from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, and any and all related agreements, instruments, and/or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents. Obligations Documents, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, Letter, the Initial DIP Loan Documents, the DIP Facility, the confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a claim of willful misconduct, fraud or gross negligence against a Released Party or Exculpated Party and (ii) specifically authorizing such Entity or Person to bring such Claim or Cause of Action against any such Released Party or Exculpated Party. The Bankruptcy Court shall have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Section 11.1, shall have jurisdiction to adjudicate the underlying colorable Claim or Cause

SECTION 10.6(a) RELEASES BY THE DEBTORS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, except as otherwise provided in the Plan or in the Confirmation Order, on and after the Effective Date, the Released Parties are deemed conclusively, absolutely, unconditionally and irrevocably, released and discharged by the Debtors, the Reorganized Debtors, and the Estates from derivative claims, asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any legal opinion) created or entered into in connection with the the New Secured Notes Documents, the Contingent Payment Obligations Documents, the New Miner Equipment Lender Debt applicable Holders on account of their Allowed Claims and Interests. Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(a) of the Plan (i) shall only be applicable to the maximum extent permitted by law: (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these Debtor releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any Released Party from Claims or Causes of Action held by the Debtors arising from an act or omission that is determined by a Final Order or by a federal government agency to have constituted a violation of any federal securities laws or (c) releasing any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any

agreement (including those set forth in the Plan Supplement) executed to implement the Plan. INTERESTS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, Order, to the fullest extent permissible under applicable law, as and discharged the Debtors, the Reorganized Debtors, and the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims or Causes of Action Entities that have held, hold, or may hold Claims or Interests their Estates, that such Entity would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest, whether known or unknown, foreseen or unforeseen, existing or hereinafter and all Subcontractors and all other parties in interest are arising, in law, equity, or otherwise, based on or relating to, or in permanently enjoined, from and after the Effective Date, from any manner arising from, in whole or in part, any act or omission, taking any of the following actions against, as applicable, the transaction, agreement, event, or other occurrence taking place Debtors, the Reorganized Debtors, the Released Parties, and/or on or before the Effective Date, including any Claims or Causes the Exculpated Parties (to the extent of the exculpation provided of Action based on or relating to, or in any manner arising with respect to each of the foregoing Persons in clauses (i) through (ii), from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or proceeding of any kind on account of or in connection with or with operation of the Debtors, the purchase, sale or rescission of or Interests whose vote to accept or reject the Plan is solicited but that includes, for the avoidance of doubt, all claims and Causes of granting the releases set forth herein; (vii) the Holders of all Claims Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M of such Entities on account of or in connection with or with Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan of setoff, subrogation, or recoupment of any kind against any Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement Entities on account of or in connection with or with respect to or document (including any legal opinion requested by any Entity any such Claims or Interests unless (x) such Entity has timely regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any another document Filed with the Bankruptcy Court explicitly Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the

Date; and (v) commencing or continuing in any manner any action | Documents, the Exit Facility Documents, the New Warrants | are parties shall be deemed assumed, unless such contract or lease (i Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of pursuant to the Plan or otherwise Disallowed; provided that confirmation and consummation of the Plan, the administration the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(b) of the Plan (i) shall only be applicable to the maximum extent permitted by law; and (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined any security of the Debtors or the Reorganized Debtors (which by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these third-party releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing willful misconduct, or gross negligence, or (b) releasing any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. SECTION 10.7 EXCULPATION. Except as otherwise specifically

provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out, in whole or in part, from the Petition Date through the Effective Date, of the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors, the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreement, the Rights Offering, the Backstop Commitment Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, and related Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of agreements, instruments, or other documents, the formulation. preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement). the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Settlements, the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other related is hereby confirmed, including the obligations of the Debtors agreement, except for Claims or Causes of Action arising from an act or omission that is judicially determined in a Final Order to have constituted actual fraud, willful misconduct, or gross be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities. The Exculpated Parties have, and upon completion of the Plan, shall be deemed any and all Claims, obligations, rights, suits, damages, Causes to have, participated in good faith and in compliance with all of Action, remedies, and liabilities whatsoever, including any applicable laws with regard to the solicitation and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation the Reorganized Debtors, the Estates, or their Affiliates would governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, the exculpations set forth in Section 10.7 of the Plan (i) shall only be applicable to the maximum extent permitted by law; and (ii) shall not be construed as (a) exculpating any Exculpated Party that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these exculpations any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or exculpating any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in

the Plan Supplement) executed to implement the Plan. SECTION 5.17 CANCELLATION OF LIENS.

Released Party on the Plan or Confirmation Order in lieu of such | evidencing debt of the Debtors and Existing Common Interests will be cancelled and obligations of the Debtors thereunder will be discharged and of no further force or effect, except for the purpose of allowing Settlements, the New Secured Convertible Notes Documents, the applicable agents and trustees to receive distributions from the Debtors or the Reorganized Debtors, as applicable, or further Debtors under the Plan and to make any further distributions to the (b) After the Effective Date and following (i) the distributions to Holders on account of Allowed Convertible Notes Secured Claims

(a) Except as otherwise specifically provided in the Plan, including

and Allowed Miner Equipment Lender Secured Claims and/or (ii) with regard to Allowed M&M Lien Secured Claims, satisfaction of the confirmation and consummation of the Plan, the administration applicable M&M Lien Takeback Debt, the Debtors or the Reorganized Debtors, at their expense, may, in their sole discretion, take any action necessary to terminate, cancel, extinguish, and/or evidence the release of any and all mortgages, deeds of trust. Liens, pledges, and other security interests with respect to the Convertible Notes Secured Claims, Miner Equipment Lender Secured Claims, and M&M Lien Secured Claims, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release any mortgages, deeds of trust, Liens, pledges, and other security interests held by the Holders of the M&M Lien Secured Claims, Miner Equipment Lender Secured Claims, the Notes Agent, and/or Convertible Noteholders, including, without limitation, UCC-3

Relevant Definitions Related to Release and Exculpation

"Exculpated Parties" means each of the following in their capacity as such and, in each case, to the maximum extent permitted by law: (i) the Debtors; and (ii) Equity Committee and its members, each solely in their capacity as such.

"Related Parties" means with respect to a Person, that Person's current and former Affiliates, and such Person's and its current and former Affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly Restructuring Transaction, or any document, instrument, or or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries. and each of their respective current and former equity holders. SECTION 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND officers, directors, managers, principals, members, employees, agents, fiduciaries, trustees, advisory board members, financial advisors, partners, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, except as otherwise provided in the Plan or in the Confirmation | fund advisors, investment bankers, consultants, representatives, and other professionals, and such Person's respective heirs, executors. estates, and nominees, each in their capacity as such, and any and all other Persons or Entities that may purport to assert any Cause of Action derivatively, by or through the foregoing entities

"Released Parties" means, collectively: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Equity Committee and its members that are party to the RSA, solely in their capacities as such; (iv) the Backstop Parties; (v) the Settling Miner Equipment Lenders; (vi) asserted or that may be asserted on behalf of the Debtors or Brown Corporation; (vii) Holliwood LLC; (viii) the Ad Hoc Noteholder Group: (ix) the Consenting Creditors: (x) the Exit Lenders: (xi) the Notes Agent, solely in its capacity as such; and (xii) with respect to each of the foregoing Persons in clauses (i) through (xi), all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in section 10.6(b) of the Plan shall not be deemed a Released Party thereunder.

"Releasing Parties" means collectively, and in each case solely in their capacity as such. (i) the Debtors: (ii) the Reorganized Debtors: (iii) all Related Parties; (iv) the Released Parties; (v) the Holders of all Claims or Interests that vote to accept the Plan; (vi) the Holders of all Claims any security of the Debtors or the Reorganized Debtors (which | do not vote either to accept or to reject the Plan and do not opt out of or Interests that vote, or are deemed, to reject the Plan or that are presumed to accept the Plan but do not opt out of granting the releases set forth herein; and (viii) the Holders of all Claims and Interests and all Other Beneficial Owners that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY

REVIEW AND CONSIDER THE PLAN. INCLUDING THE RELEASE. **EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS** MIGHT BE AFFECTED.

Notice of Assumption and Rejection of Executory Contracts and

Unexpired Leases of Debtors and Related Procedures 1. Please take notice that, in accordance with Article VIII of the Plan and sections 365 and 1123 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of

any applicable Cure Amount, and subject to section 8.5 of the Plan, all

Executory Contracts and Unexpired Leases to which any of the Debtors

was previously assumed or rejected by the Debtors, pursuant to Fina Order of the Bankruptcy Court, (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto, (iii or lease to be rejected on the Schedule of Rejected Contracts. Subject to (i) satisfaction of the conditions set forth in section 8.1(a) of the Plan (ii) resolution of any disputes in accordance with section 8.2 of the Plan with respect to the Executory Contracts or Unexpired Leases subject to such disputes, and (iii) the occurrence of the Effective Date, entr of the Confirmation Order by the Bankruptcy Court shall constitute Executory Contract and Unexpired Lease assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable b the applicable Reorganized Debtor or assignee in accordance with its terms, except as modified by any provision of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption of assumption and assignment, or applicable law.

to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate uch Executory Contract or Unexpired Lease or to exercise any othe default-related rights with respect thereto

3. Section 8.2 of the Plan stipulates that the Debtors shall file, a part of the Plan Supplement, the Schedule of Rejected Contracts and the Schedule of Assumed Contracts. The Plan further provides tha prior to the Combined Hearing, the Debtors shall serve a notice or parties to Executory Contracts or Unexpired Leases to be assumed assumed and assigned, or rejected reflecting the Debtors' intentio lease in connection with the Plan and, where applicable, setting forth the proposed Cure Amount (if any). If a counterparty to any Executor Contract or Unexpired Lease that the Debtors or Reorganized Debtors as applicable, intend to assume or assume and assign is not lister on such a notice, the proposed Cure amount for such Executory Contract or Unexpired Lease shall be deemed to be Zero Dollars (\$0) Unexpired Lease to the proposed assumption, assumption and assignment, or related Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. If there is an Assumption Dispute pertaining to assumption of an Executory Cure Amount), such dispute shall be heard by the Bankruptcy Cour prior to such assumption being effective; provided that the Debtors of the Reorganized Debtors, as applicable, may, with the consent of the Requisite Consenting Creditors, settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party of

any action, order, or approval of the Bankruptcy Court. or Unexpired Lease shall be deemed to have assented to assumption of the applicable Executory Contract or Unexpired Lease notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify, or permit the termination or modification of, a contract o the ownership or control to the extent contemplated by the Plan; (iii increase, accelerate, or otherwise alter any obligations or liabilitie of any Debtor or any Reorganized Debtor, as applicable, under such Executory Contract or Unexpired Lease; or (iv) create or impose a Lie upon any property or Asset of any Debtor or any Reorganized Debtor to the Plan and counterparties to assumed Executory Contracts of Unexpired Leases that fail to object to the proposed assumption i accordance with the terms set forth in Section 8.2(a) of the Plan shall forever be barred and enjoined from objecting to the propose assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assurance of future performance), or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the

5. Section 8.3 of the Plan provides that unless otherwise provided by an order of the Bankruptcy Court, Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be Filed with the Bankruptcy Court by the later o thirty (30) days from (i) the date of entry of an order of the Bankruptc Court approving such rejection, (ii) the effective date of the rejection of such Executory Contract or Unexpired Lease, and (iii) the Effective Date. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time shall be Disallowed pursuant to the Confirmation Order or such other sections 4.4 and 4.6 of the Plan, all notes, instruments, certificates order of the Bankruptcy Court, as applicable, forever barred from assertion, and shall not be enforceable against, as applicable the Debtors, the Estates, the Reorganized Debtors, or property of the foregoing parties, without the need for any objection by the notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in

the Schedules, if any, or a Proof of Claim to the contrary UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN

ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

6. Plan Supplement. The Debtors will file and serve any supplement o the Plan on or before December 8, 2023.

## Notice of Procedures with Respect to Reinstated Claims

1. Please take notice that, in accordance with Article IV of the Plan and section 1124 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 7.11 of the Plan, all Other Secured Claims in Class 4 shall be Reinstated. Subject to (i) satisfaction of the conditions set forth in section 7.11 of the Plan, (ii) resolution of any disputes in accordance with section 7.11 of the Plan with respect to the Cure Amounts subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Cour shall authorize Reinstatement of the Other Secured Claims in Class

2. Section 7.11 of the Plan stipulates least ten (10) days before the deadline to object to Confirmation of the Plan, the Debtors shall serve a notice on Holders of Other Secured Claims in Class 4 setting forth the proposed Cure Amount (if any) necessary to Reinstate such Claims Any objection by a Holder of an Other Secured Claim in Class 4 to the proposed Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the notice of proposed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. Any Holder of an Other Secured Claim in Class 4 that does not timely object to the notice o the proposed Cure Amount shall be deemed to have assented to the Reinstatement of its Claim and the proposed Cure Amount listed therein and shall be shall forever be barred and enjoined from objecting to the Reinstatement of its Claim on the grounds that sections 1124(2) (A), (C), or (D) of the Bankruptcy Code have not been satisfied.

pursuant to section 1124 of the Bankruptcy Code.

3. Section 7.11 of the Plan further provides that to the extent there is a dispute relating to the Cure Amount, the Debtors may Reinstate the applicable Other Secured Claim prior to the resolution of the Cure Amount dispute; provided that the Debtors or the Reorganized Debtors, as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure Amount by the Holder of the applicable Other Secured Claim (or such smaller amoun as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such Holder and the applicable Reorganized Debtor) Subject to resolution of any dispute regarding any Cure Amount, al Cure Amounts shall be satisfied on the Effective Date, or otherwise as soon as practicable thereafter, by the Debtors or Reorganized Debtors as the case may be.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

QUESTIONS: If you have questions about this learing Notice, please contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific nc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, (iii) via telephone at (949) 404-4152 (U.S. Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.), or (iv) visiting https://cases.stretto.com/CoreScientific

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows Core Scientific Mining LLC (6971); Core Scientific, Inc. (3837); Core Scientific Acquired Mining LLC (6074); Core Scientific Operating Company (5526); Radar Relay, Inc. (0496); Core Scientific Specialty Mining (Oklahoma) LLC (4327); American Property Acquisition LLC (0825); Starboard Capital LLC (6677); RADAR LLC (5106) American Property Acquisitions I, LLC (9717); and American Propert Acquisitions VII LLC (3198). The Debtors' corporate headquarters is 210 Barton Springs Road, Suite 300, Austin, Texas 78704. The Debtors service address is 2407 S. Congress Ave, Suite E-101, Austin, Texas

All capitalized terms used but not defined herein have the meanings ascribed to them in the Plan, attached as Exhibit A to the Disclosure Statement

Exhibit J
Wall Street Journal National Edition Affidavit of Publication

Wayns Sidor

#### **AFFIDAVIT**

STATE OF NEW JERSEY ) ss:

CITY OF MONMOUTH JUNCTION, in the COUNTY OF MIDDLESEX)

I, Wayne Sidor, being duly sworn, depose and say that I am the Advertising Clerk of the Publisher of THE WALL STREET JOURNAL, a daily national newspaper of general circulation throughout the United States, and that the notice attached to this Affidavit has been regularly published in THE WALL STREET JOURNAL for National distribution for

1 insertion(s) on the following date(s): 11/21/2023

ADVERTISER: CORE SCIENTIFIC, INC

and that the foregoing statements are true and correct to the best of my knowledge.

Sworn to

before me this 21st day of November 2023

**Notary Public** 



# **BUSINESS & FINANCE**

# Investors Kick Invictus Off Flagship Fund

By Alexander Saeedy

A distressed-debt manager lost control of its flagship fund after top investors ousted it for business tactics they considered too aggressive, including conduct during a chapter 11 bankruptcy that resulted in court sanctions, people familiar with the matter said.

Austin, Texas-based Invictus Global Management has run a \$100 million distresseddebt fund that invests in struggling or bankrupt companies. It has been active in major chapter 11 and litigation finance cases including the bankruptcies of Aeromexico, Latam Airlines and discount retailer Tuesday Morning.

The fund's two largest investors, Corbin Capital Partners and Gatewood Capital Partners, voted to remove Invictus in September as it faced litigation tied to its actions on Wall Street, people

familiar with Corbin's and Gatewood's thinking said.

A Texas bankruptcy court imposed sanctions on Invictus in 2020 for spreading "false or misleading information" to creditors of Tuesday Morning, which it tried and failed to ac-

Last year, the investment bank Jefferies Financial Group sued Invictus, saying the fund manager had agreed to buy \$5 million of bankruptcy claims but then backed out as their market value fell.

Invictus said its investment in Tuesday Morning resulted in a return of more than 35% for the fund and that it was able to reach a settlement with the company that resolved the sanctions "without any monetary or other penalties." It said the Jefferies suit has no merit because "there was never a trade, nor has Jefferies provided any evidence of one."

Corbin and Gatewood told



Invictus was active in the 2020 bankruptcy of Latam Airlines.

The Wall Street Journal they pulled the plug on Invictus's managers because of the company's failing investment strategy and "operational conduct not befitting a fiduciary."

Corbin and Gatewood also have sued Invictus Global Management for retaining about \$16 million they say belongs to the fund since the ouster. They filed a restraining order against Invictus this month, and a judge agreed to temporarily freeze one of Invictus's bank accounts until the dispute is resolved.

Invictus's former managers said they have been victims of fraud perpetuated by Corbin and Gatewood.

'When Invictus stood up to Gatewood for its failures, Gatewood colluded with Corbin Capital Management to remove Invictus as fund manager despite its superlative returns," a spokesman for Invictus said.

A Gatewood representative said it "has successfully partnered with many emerging managers in launching their inaugural funds" and that Invictus's "utter disregard of its fiduciary obligations" compelled it to remove the man-

A Corbin representative said it and Gatewood had exercised their contractual rights.

Since it started operations in 2019, Invictus has bought and sold tens of millions of dollars in distressed-debt and bankruptcy claims, including in the large 2020 bankruptcies of Aeromexico and Latam Airlines. It was a significant

lender to Tuesday Morning, which it tried to buy out of bankruptcy this year, losing to a liquidating bid from Hilco Global.

Corbin's and Gatewood's concerns about Invictus's management style grew as it faced a growing number of lawsuits, the people familiar with the funds' thinking said.

Treo Asset Management now manages the assets, according to Corbin and Gatewood. However, some of the capital in Invictus's fund also came from the managers themselves and other minority fund investors, some of the people familiar said. Invictus's managers are strategizing how to recoup their share and move on, these people said.

Before the ouster, Invictus and Corbin fought for months over millions of dollars in fees Invictus says it is owed by Corbin. In court papers, Corbin has criticized Invictus's performance since 2019.

New Highs and Lows	1	52-Wk %		52-Wk %	1	52-Wk %		52-Wk %		2-Wk %	<b>52-W</b> k %	52-Wk %
	Stock	Sym Hi/Lo Cho	Stock	Sym Hi/Lo Cho	Stock S	ym Hi/Lo Cho	Stock	Sym Hi/Lo Ch	Stock Sym I	li/Lo Chg Stoc	k Sym Hi/Lo Chg	Stock Sym Hi/Lo Chg
	DorianLPG	<b>LPG</b> 43.12 9.3	InterDigital	IDCC 99.23 2.0	6 NaturalGrocers N	GVC 17.49 8.1	1 Smith-Midland	SMID 27.21 1.	3	Celula	arityWt <b>CELUW</b> 0.01 -42.2	IN8bio INAB 0.85 -4.9
The following explanations apply to the New York Stock Exchange, NYSE Arca, NYSE	DraftKings	<b>DKNG</b> 39.06 0.8	IBM	IBM 154.68 1.0		TES 118.90 1.1		SCS 12.25 0.		Chemo		INNOVATE VATE 0.97 -2.9
American and Nasdaq Stock Market stocks that hit a new 52-week intraday high or low	Eltek	ELTK 13.74 4.3	! ItauUnibanco	ITUB 6.35 1.5	9 NewOrientalEduc El	OU 72.50 4.5	5 Stellantis	STLA 20.74 1.		Chicke	enSoupPfdA CSSEP 6.22 -10.3	Infobird IFBD 1.47 -18.3
in the latest session. <b>% CHG-</b> Daily percentage change from the previous trading session.	enCoreEnergy	EU 3.88 1.6	JakksPacific	JAKK 30.19 4.4	4 NYTimes A N	YT 45.53 1.7		SUN 55.28 -2.	Aclarion ACON	0.26 -3.3 Chicke	enSoupNts CSSEN 19.84 -1.0	InMedPharm INM 0.29 -10.4
	EnsignGroup	ENSG 108.48 0.5	JacksonFinlPfd/	A JXNpA 25.85 0.4		EU 518.31 0.9		SNPS 544.72 1.	AcrivonTherap ACRV			InnovidWt CTV.WS 0.04 33.4
Monday, November 20, 2023	Escalade	ESCA 20.98 -0.0	JamesHardie	JHX 32.59 0.1		XE 6.57 2.7	7 TakeTwoSoftware	TTWO 156.54 1.	Adaptimmune ADAP AgeX Therap AGE	o aa ar a Churc	:hillVI Wt <b>ccvi.ws</b> 0.00 -88.0	Inseego INSG 0.21 -8.4
52-Wk %   52-Wk %   52-Wk %	F&GAnnuities	FG 41.37 2.	JournevMed	DERM 4.25 4.	5 NVIDIA N	<b>VDA</b> 505.48 2.3	3 ThomsonReuters	TRI 139.56 1.	AgeX Therap AGE AirTPfd AIRTP	0.33 -15.2 Clear	mindMed <b>CMND</b> 0.11 -8.4	Jeffs'Brands JFBR 2.11 -20.4
Stock Sym Hi/Lo Chg Stock Sym Hi/Lo Chg Stock Sym Hi/Lo Cl	FTI Consulting	FCN 223.57 1.4	KKR	KKR 68.25 1.3	7 OppFi 0	<b>PFI</b> 3.86 11.3	1 Tintree		AirNetTech ANTE	0.61 -10.3 Collect	tiveAudience CAUD 1.33 2.0	JerashHldgs JRSH 2.77 -0.3
	Fairisaac	FICO 1059.68 0.				RTX 16.05 0.1	1 TotalEnergies	TTE 68.99 1.	AlaunosTherap TCRT		Enterprise DDC 5.03 -16.1	Jiuzi <b>JZXN</b> 0.56 -5.1
	.3 FederalSignal	FSS 70.38 1.3	KratosDefense	KTOS 19.33 2.3		JU 120.20 5.4	Tradowoh	TW 94.03 .	Allot ALLT	1.38 -5.5 Datal	nerScientific <b>DNMR</b> 1.28 -9.8	
AutolusTherap AUTL 4.63 -0.9 CASI Pharm CASI 5.20 1:  AveannaHealth AVAH 2.38 -0.5 CrisprTherap CRSP 76.19	.0 Ferrari	RACE 305.55 1.4	Kyndryl	KD 18.48 0.3		150.07 1.0	Trailblazerl A	TBMC 10.42 0.	<sup>†</sup> AlzamondNouro Al 7N			LIVCapAcqnII Wt LIVBW 0.01 -48.7
	.3 FidNatlFinl .7 FormFactor	FNF 45.75 0.9 FORM 39.76 2.0	LexeoTherap	LXEO 12.59 2.5		AK 92.15 U.:	Uber	UBER 55.36 0.	AppliedUV AUVI	0.13 -5.4 Dunxi	John Houldes Dick 0.90 20.0	LaserPhotonics LASE 0.67
	.8 FrequencyElec		Loews	L 67.79 0.1		TR 21.60 4.1 3R.A 15.31 0.9	. UltrabarPart	UGP 5.16 3.	Arcimoto FUV	0.53 -7.6 Early	inFinl <b>DXF</b> 0.24 -4.6 works <b>ELWS</b> 0.41 -5.6	M3-BrigadelIWt MBAC.WS 0.01 -1.0
	1.5 G-IIIApparel	CIII 20 71 11	LogitechIntl	LOGI 86.37 1.4		BR.A 15.31 0.9 LYS 180.07 0.0	UnivDisplay	OLED 167.18 1.	ArteloBiosci ARTL	1.15 6.8 Early	works <b>ELWS</b> 0.41 -5.6 ideDistilling <b>EAST</b> 0.92 -0.2	MariaDB MRDB 0.35 -4.1
Adobe ADBE 614.20 1.7 BV Financial BVFL 11.56 0.9 Celestica CLS 28.39		GPS 18.68 3.3	Macrogenics	MGNX 7.97 0.5		UIK 11.74 2.0	UnvlTechInst	UTI 11.83 -2.	Avinger AVGR	3.03 -4.5 FoxoT	Fech <b>FOXO</b> 0.29 -11.2	micromobility.com MCOM 0.02 -1.1
	.1 Garmin	GRMN 120.40 0.5	MagnumOpusA	A OPA 11.08		ELX 37.44 0.9	Ur-Energy	URG 1.71 2.	Bio-key <b>BKYI</b>		eacoastBncp <b>FSEA</b> 6.25 -7.1	MilestonePharm MIST 2.12 3.6
Afya AFYA 19.65 2.4 Bladex BLX 25.48 3.5 Chipotle CMG 2193.16		GE 120.74 0.1	Manitex	MNTX 6.67 2.3		MBS 69.78 5.1	1 UraniumEner	<b>UEC</b> 6.48 1.	BiosigTech BSGM	0.33 -3.5 Fisker		MountainCrestIV MCAF 5.59 -13.6
	.0 Gildan	GII 36.02 0	MarketWise	MKTW 3.62 3.0		NW 6.90 8.6		VTEX 7.15 4.	BitBrother BETS		erPakistan GPAK 0.50 -6.3	MountainCrestIV MCAFU 6.11 -15.4
NarumTech ALAR 5.08 6.2 BayCom BCML 21.49 -1.0 Crane CR 107.61 (		GLOB 211.93 2.3	MetaPlatforms	META 341.87 1.5		OP 529.99	VaronisSystems	VRNS 39.49 1.	BitcoinDepot BTM		Square <b>GAME</b> 1.34 -4.6	MySize MYSZ 0.57 -0.6
AlkamiTech ALKT 23.08 1.1 Biohaven BHVN 31.59 1.7 CrawfordA CRD.A 11.22	.3 GyreTherap	GYRE 17.41 -0.	MicronTech	MU 78.91 1.4	4 Rover R	OVR 8.60 2.6	6 Viad		BoltBiotherap BOLT	0.86 -3.2 Gamie	daCell GMDA 0.22 -18.6	NXGCushingRt SRVrw 0.60
AmerEquity <b>AEL</b> 54.88 0.3 BlockHR <b>HRB</b> 46.17 0.9 Cresud <b>CRESY</b> 10.19 20	.3 HCI Group		Microsoft	MSFT 378.87 2.3	1 SAP SA	AP 153.48 2.2	2 Visa	V 250.93 0.			axLabsWt GOVXW 0.04 17.5	NanoStringTech NSTG 0.62 -50.0
ingelOakMtgREIT AOMR 10.52 3.0 BluegreenVac BVH 73.98 -0.1 CyberArkSoftware CYBR 193.47		HLT 169.41 0.	ModineMfg	MOD 51.91 2.		DA.U 11.10 2.5	5 WarriorMetCoal				RoyaltyWt GROY.WS 0.03 -54.4	
InteroMidstream AM 13.15 -0.2 Brainsway BWAY 4.93 1.9 CymaBayTherap CBAY 18.81	.6 ITT	ITT 109.63 -0.3	Moog B				1 WesternDigital		CEA Inds CEAD	0.46 0.2 Grom	SocialEnts GROM 1.07 -1.0	NuburuWt BURU.WS 0.01 -27.5
API Group APG 29.80 0.3 Braze BRZE 51.48 2.1 DenisonMines DNN 1.84	.4 InFinTAcqnA		Morningstar	MORN 274.27 0.5			9 Williams-Sonoma				Resources GURE 1.53 -3.7	
Arcellx ACLX 56.09 -4.7 Brink's BCO 78.35 0.8 DimenGlbxUS DFGX 51.04	InflectionPtIIA		MotorolaSol	MSI 320.13 0.4		TX 77.25 1.0			CSLM Acqn Rt CSLMR			OrionEnergySys <b>0ESX</b> 0.90 1.1
Archrock AROC 14.75 0.6 Broadcom AVGO 999.87 1.8 DonnelleyFin DFIN 57.79	.5 InnovativeIntl	IOACU 11.40 8.3	Myomo		9 ServiceNow N	OW 668.54 1.9	9 Yalla	<b>YALA</b> 6.38 4.	CVD Equipment CVV			OrlaMining ORLA 2.83 1.4
AresAcqnII A AACT 10.40 -0.2 BrookdaleSrLiving BKD 5.58 5.5 DoorDash DASH 96.01 (	.5 Intel	INTC 44.93 2.1	NatlHealthcare	NHC 76.84 1.6	6 SkyWest SI	KYW 47.48 1.7	7 Zscaler	<b>ZS</b> 193.49 2.	CareMax CMAX	0.85 1.1 IM Ca	annabis IMCC 0.40 -2.4	Continued on Page B11

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In re: \$ Chapter 11
CORE SCIENTIFIC, INC., et al., Debtors' \$ (Jointly Administered)

Debtors' § (Jointly Administered)
NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE
STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND
VOTING PROCEDURES AND (B) NOTICE PROCEDURES FOR
THE ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS
AND UNEXPIRED LEASES; (III) COMBINED HEARING TO
CONSIDER FINAL APPROVAL OF DISCLOSURE STATEMENT
AND CONFIRMATION OF PLAN; AND (IV) ESTABLISHING
NOTICE AND OBJECTION PROCEDURES FOR FINAL APPROVAL
OF DESCRIPTION OF DISCLOSURE STATEMENT
OF DISCLOSURE STATEMENT AND CAUSE MEMBRITION OF DISCLOSURE
OF DESCRIPTION OF DISCLOSURE STATEMENT
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OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN

OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF: Debtor, Case Number: Core Scientific Mining LLC, 22-90340; Core Scientific, Inc., 22-90341; Core Scientific Acquired Mining LLC, 22-90342; Core Scientific Operating Company, 22-90343; Radar Relay, Inc., 22-90344; Core Scientific Operating (Oklahoma) LLC, 22-90349; American Property Acquisition, LLC, 22-90346; Starboard Capital LLC, 22-90347; RADAR LLC, 22-90348; American Property Acquisitions II, LLC, 22-90349; American Property Acquisitions VII, LLC, 22-90349.

\*\*PLEASETAKE NOTICE OF THE FOLLOWING: 1. Conditional Approval of Disclosure Statement. On November 14.

or as a result of the Combined Hearling.

3. Voting Record Date. Holders of Claims or Interests in Class 1 (April Convertible Notes Secured Claims), Class 2 (August Convertible Notes Secured Claims), Class 2 (August Convertible Notes Secured Claims), Class 3 (Miner Equipment Lender Secured Claims), Class 5 (M&M Lien Secured Claims), Class 6 (Secured Mortgage Claims), Class 8 (General Unsecured Claims), Class 11 (Existing Common Interests), who are otherwise eligible to vote shall be entitled to vote to accept

INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOU Parties in Interest Nat Entitled to Vate Holders of Claims or Interest

in Class 4 (Other Secured Claims), Class 7 (Priority Non-Tax Claims), Class 10 (Intercompany Claims), and Class 11 (Intercompany Interests) are not entitled to vote on the Plan and will not receive a Ballot. If any creditor seeks to chaltemporarily allowing such Claim for voting purposes in a different amoun (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be filed with the Court not later than 5:00 p.m. (Prevailing Central Time) on December 8 2023. Upon the filing of any such Rule 3018(a) Motion, such creditor's Ballo shall be counted in accordance with the guidelines provided in the Solicitation and Voting Procedures attached as **Exhibit 2** to the Disclosure Statemen Order, unless temporarily Allowed in a different amount by an order of the Cour entered prior to or concurrent with entry of an order confirming the Plan

6. **Objections to Confirmation**. The deadline to object or respond to con firmation of the Plan or final approval of the Disclosure Statement is **December** 15, 2023 at 5:00 p.m. (Prevailing Central Time) (the "Objection

7. Form and Manner of Objections to Confirmation. Objections and responses, if any, to confirmation of the Plan or final approval of the Disclosur Statement, must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, and any order of the Court; (iii) set forth the nam or asserted by the objecting party against the Debtors' estates or property; (iv provide the basis for the objection and the specific grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such objection and (v) be filed with the Bankruptcy Court (with proof of service) via ECF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office United States Courthouse, 515 Rusk Avenue, Courtroom 401, 4th Floor, Houston Texas 77002, so as to be actually received no later than the Objection Deadline.

THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE

information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other solicitation materials should contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.). Interested parties may dm.epiq11.com/sertasimmons. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN

If you (i) vote to accept the Plan, (ii) are solicited to vote to accept or reject the Plan, but do not vote to either accept or reject the Plan, and do not opt out of granting the releases set forth in the Plan, (iii) vote, or are deemed, to reject the Plan or are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan, or (iv) were given notice of the opportunity to opt out of granting the releases contained in DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pur-

the Plan but do not opt out, you shall be deemed to have consented to the releases contained in Section 10.6(b) of the Plan. The releases appresented in the Plan are provided below.

SECTION 10.5 INJUNCTION. Except as otherwise expressly provided in the Plan or for distributions required to be paid or delivered pursuant to the Plan or for distributions required to be paid or delivered pursuant to the Plan or for distributions required to be paid or delivered pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims or interests that have been released pursuant to Section 10.3 (b) as Section 10.6(a) or Section 10.6(b). Shall be discharged pursuant to Section 10.3 and Illustrators and all other parties in interest are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties, and/or the Exculpated Parties; (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (iii) enforting, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (iii) enforting, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (iii) enforting, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (iii) enforting, perfecting, or enforting any Lien or encumbrance of any kind against such Entities on account of or in connection with or with respect to any such Claims or Interests; (iii) enforting the property of the estat 1. Conditional Approval of Disclosure Statement. On November 14, 2023 the United States Bankrupty Court for the Southern District of Texas (the "Bankrupty Court") held a hearing (the "Conditional Disclosure Statement Hearing") at which it conditionally approved the Disclosure Statement Hearing") at which it conditionally approved the Disclosure Statement For Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1439) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Disclosure Statement") of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Collectively, the "Debtors") and thereafter entered an order (the "Disclosure Statement Order,") with respect theoreto. The Disclosure Statement Order, among other things, authorizes the Debtors to solicit votes to accept the Inivid Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed to Power of the Core Scientific, Inc. and Its Affiliated Debtors, filed Debtors, filed on November 16, 2023 (Docket No. 1438) (including any exhibits and schedules thereto and as may be modified, Institute of the Core Scientific, Inc. and Its Affiliated Debtors, filed to Power of the Core Scientific, Inc. and Its Affiliated Debtors, filed to Power of the Core Scientific, Inc. and Its Affiliated Debtors, filed to November 16, 2023 (Docket No. 1438) (including any exhibits and schedules thereto and as may be modified, Institute of the Core Scientific, Inc. and Its Affiliated Debtors, filed to November 16, 2023 (Docket No. 1438) (including any exhibits and schedules thereto and as may be modified, Institute of the Core Scientific, Inc. and Its Affiliated Debtors, filed to Power of the Core Scientific, Inc. and Its Affiliated Debtors, filed to Power of the Core Scientific, Inc. and Its Affiliated Debtors, filed to Power of the Core Scientific, Inc. and Its Affiliated Debtors, filed to Power of the Core Scientific

who have feet, Joy, or hay hold a land signals, or increasing, a bedon A Reorganized Debtor, or an Estate shall not be precluded from exercising their rights and remedies, or obtaining the benefits, solely pursuant to and consistent with the terms of the Plan. and consistent with the terms of the Plan.

Subject in all respects to Section 11.1, no entity or person may commence or pursue a Claim or Cause of Action of any kind against any Released Party or Exculpated Party that arose or arises from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors in the National Control of the Reorganized Debtors or the Reorga (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, and any and all related agreements, instruments, and/or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Pusa Supplement). The Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the real section that is, the rew section contentions were socialisms, the value of the section of t Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, 'act or omission, transaction, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a claim ınd, only to the extent legally permissible and as provided for in Section I 1.1, shall have jurisdiction to adjudicate the underlying colorable Claim o

use of Action.

SECTION 10.6(a) <u>RELEASES BY THE DEBTORS</u>. Notwithstanding any-Cause of Action.

SECTION 10.6(a) RELEASES BY THE DEBTORS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, except as otherwise provided in the Plan or in the Confirmation Order, on and after the Effective Date, the Released Parties are deemed conclusively, absolutely, unconditionally and irrevocably, released and discharged by the Debtors, the Reorganized Debtors, and the Estates from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Reorganized Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Montaca Agreements, the Gonzal Contracts, any and all agrees. asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortagae Agreements, the Mortagae Agreements, the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan Confirmation Order in lieu of such legal opinion created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents. the New Secured Notes Documents, the Contingent Payment Obligation

SECTION 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, except as otherwise provided in the Plan or in the Confirmation Order, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released, and discharged the Debtors, the Reorganized Debtors, and the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtors or their Estates, that such faith would have been leadly entitled to assert in their Estates that such faith would have been leadly entitled to assert in their Estates that such faith would have been leadly entitled to assert in their States, that such Entity would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest, whether known or unknown, foreseen or unforeof any Claim or Interest, whether known or unknown, foreseen or unfore-seen, existing or hereinafter arising, in law, equity, or otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act or omission, transaction, agreement, event, or other occurrence tak-ing place on or before the Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action second on a secratal or in the Securities Class Action, the DIP Exciting the (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortagae Agreements, the General Contracts, any and all agree-ments relating to M&M Liens, the formulation, preparation, dissemina-tion, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring ment (including any legal opinion requested by any Entity regarding any templated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of prop-

and imperementation or the Plan or Confirmation Urder, including the Issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of proplety under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(b) of the Plan (i) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud provided that actual fraud shall not exempt from the scope of these third-party releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, or (b) releasing any post-ffective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

SECTION 10.7 EXCULPATION. Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out, in whole or in part, from the Petition Date through the Effective Date, of the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the Governative of the Plan (including the Plan Supplement), the Discosure Statement, or any Restructuring Transaction, contract, instrument, document, or other agreement or document (including any legal opinion requested the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the Kew Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter the Initial Distance Processing Security Commitment Let ninated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirma I and consummation of the Plan, the administration and implementa tion of the Plan or Confirmation Order, including the issuance or distrib tion of the Plan or Confirmation Order, including the issuance or distribu-tion of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other related agreement, except for Claims or Causes of Action aris-ing from an act or omission that is judicially determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects, such Exculpated Parties shall be entitled to reasonably rely

butions from the Debtors under the Plan and to make any further distributions to the applicable Holders on account of their Allowed Claims and Interests.

(b) After the Effective Date and following (i) the distributions to Holders on account of Allowed Convertible Notes Secured Claims and Allowed Miner Equipment Lender Secured Claims and/or (ii) with regard to Allowed M&M Lien Secured Claims, satisfaction of the applicable M&M Lien Takeback Debt, the Debtors or the Reorganized Debtors, at their expense, may, in their sole discretion, take any action necessary to terminate, cancle, extinguish, and/or evidence the release of any and all mortgages, deeds of trust, Liens, pledges, and other security interests with respect to the Convertible Notes Secured Claims, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release any mortgages, deeds of trust, Liens, pledges, and other security interests held by the Holders of the M&M Lien Secured Claims, the Notes Mam Lien Secured Claims, the Notes and the secured Claims, the Notes Agent, and/or Convertible Noteholders, including, without limitation, UCC-3 termination statements.

Relevant Definitions Related to Release and Exculpation

Relevant Definitions Related to Release and Exculpation "Exculpated Parties" means each of the following in their capacity as such

and, in each case, to the maximum extent permitted by law: (i) the Debtor. (ii) Equity Committee and its members, each solely in their capacity as such. **Related Parties"** means with respect to a Person, that Person's current and ormer Affiliates, and such Person's and its current and former Affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or nvestment vehicles, predecessors, participants, successors, and assigns, sub-idiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, fiduciaries, trust-ees, advisory board members, financial advisors, partners, limited partners, aeneral partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, and ominees, each in their capacity as such, and any and all other Persons or Entitie that may purport to assert any Cause of Action derivatively, by or through the

oregoing entities. *"Released Parties"* means, collectively: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Equity Committee and its members that are party to the RSA, solely in their capacities as such; (iv) the Backstop Parties; (v) the Settling Miner Equipment Lenders; (vi) Brown Corporation; (vii) Holliwood LLC; (viii) the Ad Hoc Noteholder Group; (ix) the Consenting Creditors; (x) the Exit Lenders; (xi) the Notes Agent, solely in its capacity as such; and (xii) with respect to each of the foregoing Persons in clauses (i) through (xi), all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in section 10.6(b) of the Plan shall not be deemed a Released Party there-

"Releasing Parties" means collectively, and in each case solely in their apacity as such, (i) the Debtors; (ii) the Reorganized Debtors; (iii) with respect o each of the foregoing Persons in clauses (i) through (ii), all Related Parties; (iv) to each or the following resonant clauses; it moduly in implementary rates of the Released Parties; (v) the Holders of all Claims or interests that vote to accept the Plan; (vi) the Holders of all Claims or interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth herein; (vii) the Holders of all Claims or interests that vote, or are deemed, to reject the Plan or that are presumed to accept the Plan but do not opt out of granting the releases set forth nerein; and (viii) the Holders of all Claims and Interests and all Other Beneficial Owners that were given notice of the opportunity to opt out of granting the eleases set forth herein but did not opt out.

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND

YOU ARE ADVISED AND ENCOURAGED TO CAREFULL REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Notice of Assumption and Rejection of Executory Contracts and Unexpired Leases of Debtors and Related Procedures

1. Please take notice that, in accordance with Article VIII of the Plan and sec-

entorceable by the applicable Reorganized Debtor or assignee in accordance with its terms, except as modified by any provision of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption or assumption and assignment, or applicable law.

2. The Plan provides that to the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed prusuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by the assumption of such Executory Contract or Unexpired Lease (including any "rhange of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executor Contract or Unexpired Lease or to exercise any other default-related rights with

Section 8.2 of the Plan stipulates that the Debtors shall file, as part o have constituted actual traud, willful misconduct, or gross negligence, but in all respects, such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities. The Exculpated Parties have, and upon completion of the Plan, shall be deemed to have, participated in good faith and in compliance with all be deemed to have, participated in good faith and in compliance with all applicable laws with regard to the solicitation and distribution of, continuous constructions are considered and so the participated in the pebtors shall serve a notice on participated respect on the combined that the Debtors shall file, as part of the Plan Supplier that the Debtors shall file, as part of the Plan Supplier than \$2.5 \text{ section \$8.2\$ of the Plan Supplier than \$2.5\$ cannot be all the plan Supplier and the Schedule of Rejected Contracts of Assumed Contracts. The Plan further provides that prior to the Combined than Supplier and the Schedule of Rejected Contracts of Assumed Contracts. The Plan further provides that prior to the Combined than Supplier and the Schedule of Rejected Contracts of Assumed Contracts. The Plan further provides that the Debtors shall serve a notice on participated and session and the Schedule of Respirated Contracts. The Plan further provides that the Debtors shall serve a notice on participated and session and the Schedule of Respirated Contracts. The Plan further provides that prior to the Contracts of Assumed Contracts. The Plan further provides that prior to the Contracts of Assumed Contracts. The Plan further provides that the Debtors shall serve a notice on participated and serve a n

(i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify, or permit the termination or modification of, a contract or lease as a result of any direct or indirect transfer or assignment of the rights of any Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Plan; (iii) Increase, accelerate, or otherwise alter any obligations or ilabilities of any Debtor or any Reorganized Debtor, as applicable, under such Executory Contract or Unexpired Lease; or (iv) create or impose a Lien upon any property or Asset of any Debtor or any Reorganized Debtor, as possibilicable. Each such provision shall be deemed to not apply to the assumption of such Executory Contract or Unexpired Lease pursuant to the Plan and counterparties to assumed Executory Contracts or Unexpired Leases that fail to object to the proposed assumption in accordance with the terms set forth in Section 8.2(a) of the Plan, shall forever be barred and enioned from objecting to the proposed assumption or to the validity of such with the terms sector in in Section 6.2(4) or the Han, shari interest use barres and enjoined from objecting to the proposed assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assumence of future performance), or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the filters.

5. Section 8.3 of the Plan provides that unless otherwise provided by 5. Section 8.3 of the Plan provides that unless otherwise provided an order of the Bankrupty Court, Proofs of Claim with respect to Glaims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be Filed with the Bankrupty Court by the later of thirty (30) days from (1) the date of entry of an order of the Bankrupty Court approving such rejection, (ii) the effective date of the rejection of such Executory Contract or Unexpired Lease, and (iii) the Effective Date. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time shall be Disallowed pursuant to the Confirmation Order or such other order of the Bankruptcy Court, as applicable, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the and shall not be embreadine against, as applicable, the Debtors, the Estates, the Reorganized Debtors, or property of the foregoing parties, without the need for any objection by the Debtors or the Reorganized Debtors, as applicable, or further notice to, or action, order, or approval of the rejection of the Executory Contract of Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules, fiany, or a Proof of Claim to the contrary.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY

THE BANKRUPTCY COURT.

6. Plan Supplement. The Debtors will file and serve any supplement to the Plan on or before December 8, 2023.

Notice of Procedures with Respect to Reinstated Claims

1. Please take notice that, in accordance with Article IV of the Plan and section 1124 of the Bankruptcy Code, as of and subject to the occurrence of the

Effective Date and the payment of any applicable Cure Amount, and subject to section 7.11 of the Plan, all Other Secured Claims in Class 4 shall be Reinstated. Subject to (i) satisfaction of the conditions set forth in section 7.11 of the Plan (ii) resolution of any disputes in accordance with section 7.11 of the Plan with respect to the Cure Amounts subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall authorize Reinstatement of the Other Secured Claims in Class 4 pursuant to sec-

authorize Reinstatement of the Other Secured Claims in Class 4 pursuant to section 1124 of the Bankruptyx (Ode.

2. Section 7.11 of the Plan stipulates least ten (10) days before the deadline to object to Confirmation of the Plan, the Debtors shall serve a notice on Holders of Other Secured Claims in Class 4 setting forth the proposed Cure Amount (fi any) necessary to Reinstate such Claims. Any objection by a Holder of an Other Secured Claim in Class 4 to the proposed Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the notice of proposed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptry Court. Any Holder of an Other Secured Claim in Class 4 that does not timely object to the notice of the proposed Cure laim in Class 4 that does not timely object to the notice of the proposed Cure

parties or authorized by the Bankruptcy Court. Any Holder of an Uther Secured Claim in Class A that does not timely object to the notice of the proposed Cure Amount shall be deemed to have assented to the Reinstatement of its Claim and the proposed Cure Amount listed therein and shall be shall forever be barred and enjoined from objecting to the Reinstatement of its Claim on the grounds that sections 1124(2)(A), (C), or (D) of the Bankruptcy Code have not been satisfied.

3. Section 7.11 of the Plan Further provides that to the extent there is a dispute relating to the Cure Amount, the Debtors may Reinstate the applicable Other Secured Claim prior to the resolution of the Cure Amount dispute; provided that the Debtors or the Reorganized Debtors, as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure Amount by the Holder of the applicable Other Secured Claim (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such Holder and the applicable Reorganized Debtor). Subject to resolution of any dispute regarding any Cure Amount, all Cure Amounts shall be satisfied on the Effective Date, or otherwise as soon as practicable thereafter, by the Debtors or Reorganized Debtors, as the case may be.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

QUESTIONS: If you have questions about this Combined Hearing Notice, please contact Streto through (i) e-mail at Core Scientific Inc., 2810ct Processing Center, Co Streto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, (iii) via telephone at (94) 404-4152 (U.S./Canada foil-Free) or + (888) 765-7875 (outside of the U.S.), or (iv) visiting https://cases.streto.com/CoreScientific.

s://cases.stretto.com/CoreScientific.

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific, Inc. (3837); Core Scientific Acquired Mining LC (6074); Core Scientific Operating Company (5526); Radar Relay, Inc. 0496); Core Scientific Specialty Mining (Oklahoma) LLC (4327); American (1949); Ore Scientific Specially Mining (Malnoma) LLC (4327); American Property Acquisition, LLC (8925); Starboard Capital LLC (6977); RADAR LLC (5106); American Property Acquisitions I, LLC (9717); and American Property Acquisitions VII LLC (3198). The Debtors' corporate headquarters is 210 Barton Springs Road, Suite 300, Austin, Faxas 78704. The Debtors' service address is 2407 5.Congress Ave, Suite E-101, Austin, Texas 78704.

All capitalized terms used but not defined herein have the meanings ascribed to em in the Plan, attached as <u>Exhibit A</u> to the Disclosure Statement.